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## The Solicitors' Journal and Reporter.

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### CURRENT TOPICS.

NOTWITHSTANDING the partial recovery of the Court of Appeal from that besetting ailment of "Saturditiis" which an esteemed correspondent has taken so much pains to diagnose and set forth statistically, there is little reduction shewn in their arrears of work. There are now 432 appeals, as against 479 at the commencement of the Michaelmas Sittings and 319 a year ago. The Workmen's Compensation appeals have during the last sittings been worked down from 52 to 29.

THE CHANCERY Cause Lists shew results creditable to the industry of the learned judges during the Michaelmas Sittings. The causes and matters for hearing are reduced from 376 at the commencement of those sittings to 303, which compares favourably with the 361 causes and matters in the lists a year ago. But for Mr. Justice FARWELL's illness, the reduction would no doubt have been still greater. Mr. Justice KEKEWICH, who is usually most exemplary in keeping down his list, has now 55 adjourned summonses waiting for hearing. There are 37 company matters before BYRNE and BUCKLEY, JJ., as against 60 before WRIGHT, J., at the commencement of the Michaelmas Sittings.

THE KING'S Bench Cause List shews a reduction of the heavy arrears existing at the commencement of the Michaelmas Sittings. There were then no fewer than 928 causes, and there are now 809; but a year ago there were only 684. There are 656 actions for trial, as against 732 at the commencement of the Michaelmas Sittings.

WE PRINT elsewhere rules which have been signed and declared urgent by the Lord Chancellor relative to the Youthful Offenders Act, 1901, prescribing, under section 7 (1) of that Act, the manner in which an order on a parent or other person liable to maintain a child or young person may be served; the time within which an application may be made against an order under that section, and the mode of giving the security which a court of summary jurisdiction may, under section 2 of the Act, require a parent or guardian to give for the good behaviour of a child or young person. Forms of summonses, convictions, and orders, are given in the schedule to the rules.

PROCEEDINGS to enforce the law for the observance of Sunday sometimes present features of novelty. This law, as is well known, is contained in the Act 29 Car. 2, c. 7, which, by section 1, prohibits any tradesman from exercising the business of his ordinary calling upon the Lord's Day (works of necessity and charity only excepted). The Act does not apply to the sale of milk during prescribed hours, and contains other exceptions to which it is unnecessary to refer. Tradesmen in the large towns of England appear for the most part to be quite willing to close their shops on Sunday, but instances occasionally occur of a revolt against the law, especially in districts inhabited by the poorer classes. Complaint was made some years ago that in streets in the southern region of London shops were kept open on Sunday, especially by bakers and dealers in provisions, and we are not sure that the practice has been wholly discontinued. At the High Wycombe Borough Sessions a few days ago two tobacconists were charged with selling tobacco in their respective shops on Sunday, "the sale arising from neither charity nor necessity." The only defence suggested was that the sale of tobacco was as much a necessity as the hiring of a horse and trap by a preacher in order to go to church or chapel. The justices imposed a penalty in each case, and it is difficult to find anything to take the case out of the Act. But, whatever the Act may provide, tobacco has been sold in England on Sunday for many years without any interference on the part of the police. Newsvendors are also allowed to exercise their calling on Sunday without molestation, and in the United States, where Sunday used to be observed with even more strictness than in Scotland, newspapers are not only sold, but are published on Sunday. The time has possibly arrived for some modification of the law, though any Bill to effect this object is certain to encounter opposition.

WHILE ON this subject, we may remark that, in the course of the hearing of a case not very long ago stated by a metropolitan police magistrate under the Summary Jurisdiction Act, 1857 (*Reg. v. Bros.*), Mr. Justice DARLING is reported to have said: "Suppose there is some old prosecuting statute—such as one of those by which you might prosecute a person for not going to church three times on Sunday—and some one found this out and took proceedings, might not a magistrate say: 'Although there is a technical offence, I think the proceedings are vexatious?' The answer to this question is to be found in section 16 of the Summary Jurisdiction Act, 1879, by which "Upon the hearing of a charge for an offence punishable on summary conviction under this Act, or under any other Act . . . the court think that," though the charge is proved, "the offence was in the particular case of so trifling a nature that it is inexpedient to inflict any punishment, or any other than a nominal punishment," the court may dismiss the information, and also "if the court think fit" either order the person charged to pay reasonable damages up to forty shillings and costs, or upon conviction discharge the party charged, conditionally on his giving security to appear for sentence when called upon or to be of good behaviour; "provided that this section shall not apply to an adult convicted, in pursuance of this Act, of an offence of which he has pleaded guilty, and of which he could not if he had not pleaded guilty be convicted by a court of summary jurisdiction." It might perhaps be contended that this enactment would not apply to the case of a person deliberately disobeying a statutory enactment of archaic severity for the purpose of directing public attention to it, and thereby procuring its repeal, but we incline to think that this contention, if raised, would fail. The instance referred to by Mr. Justice DARLING—that of the liability to punishment for not attending divine service—is to be found in the second Edwardian Act of Uniformity (5 & 6 Edw. 6, c. 1). This Act prescribes that all persons "shall diligently and faithfully, having no lawful or reasonable excuse to be absent, endeavour themselves (*sic*) to resort to their parish church or chapel accustomed, or upon reasonable let thereof to some usual place where common prayer . . . shall be used . . ." This enactment was repealed, so far as it affects dissenters, by the Religious Disabilities Act, 1846 (9 & 10 Vict. c. 59), which Act also provided that no pecuniary penalty should be imposed upon

any person by reason of his absentsing himself. Notwithstanding this repeal, however, it was held in 1888 by the late Mr. Justice STEPHEN in *Taylor v. Timson* (20 Q. B. D. 671) that the Edwardian Act so far imposes a duty to attend church as to confer a correlative right, with the legal result that a churchwarden may not forcibly prevent a parishioner from entering his parish church for the purpose of attending service, even though the churchwarden may be of opinion that the parishioner cannot be conveniently accommodated.

LAST WEEK, at the county quarter sessions, an appeal was heard and allowed from the refusal of the licensing justices of one of the largest boroughs in the Midlands to renew a certain licence. There was nothing remarkable about the case, and probably the county justices were perfectly right in the decision they arrived at; but a certain amount of local irritation was manifest at the fact that the justices of the borough, which is a county in itself, and which contains a larger population than does the county, should be liable to have their decisions overruled by the justices of the county. The position is certainly somewhat anomalous, and it is quite easy to understand the irritation. In small boroughs there is nothing to justify complaint of, but in very large towns there undoubtedly is some ground for complaint. Sixty or seventy years ago probably the justices of the boroughs were, in comparison to those of the county, decidedly of a lower rank as regards education, independence, and general fitness for magisterial office. Things, however, are very different to-day, and probably now in many of the large towns the justices are, on the average, the superiors of their county brethren in education and business capacity and general fitness for office. Under section 38 of the Licensing Act, 1872, in large boroughs the licensing justices act by a licensing committee chosen from their body. It is really hard to see why the appeal should not be from this committee to the whole body of the justices. In most cases, of course, the appeal lies from borough justices to the recorder. This would obviously not be at all satisfactory in licensing matters, which are so largely matters of discretion, but the appeal might well lie to the whole body of the justices, just as in counties an appeal lies from a local licensing bench to the county quarter sessions. Licensing matters are generally dealt with by justices who have a more or less intimate knowledge of the requirements of the district in which they act, and it is only men with such knowledge who can make really satisfactory licensing justices. The licensing committee of a borough may be assumed to be men who thoroughly know their town and its wants. When these justices have carefully gone into a case and come to an honest decision, it is certainly somewhat unsatisfactory that their discretion should be overruled by a number of country gentlemen from different parts of the county, who most likely have but little knowledge of the real wants of the town. Such a state of things probably tends to lessen the sense of responsibility of the town justices, and to discourage them in efforts to make themselves thoroughly acquainted with the character of the licensed houses. As a matter of common fairness to the justices of our large towns, this state of things should be changed whenever legislation is proposed dealing with the subject of licensing.

IT IS well known that extreme care is necessary to secure that the requirements of section 9 of the Wills Act, 1837, as to execution and attestation are duly complied with upon making a will, but the recent case of *Brown v. Skirrow* (1902, P. 3), before BARNES, J., shows how easily a mistake may be made when professional assistance is not invoked. According to the Wills Act the testator must sign or acknowledge his signature in the presence of two witnesses present at the same time, and the witnesses must then attest the will in the presence of the testator. It is clear that this requires that both witnesses should be present when the testator signs, and it is not sufficient for the testator to sign in the presence of one witness who attests, and then bring in another witness before whom he acknowledges the will: *Moore v. King* (3 Curt. 243). "If



the one witness," said Sir HERBERT JENNER FUST in that case, "has previously subscribed the paper, and merely points out her signature when the testator acknowledges his signature in her presence and in that of the other witness, which latter witness alone then subscribes, that I hold is not sufficient." Of course the difficulty can be easily cured by the first witness re-subscribing, but unfortunately, in cases like this, the parties do not realize that there is any difficulty. A recent example occurred in *Wyatt v. Berry* (1893, P. 5), where a testator first acknowledged his signature before one witness who subscribed, and then before another who was immediately afterwards called in. The two witnesses were not present at the same time when the signature was acknowledged and accordingly the execution was bad. In the present case of *Brown v. Skirrow* (*supra*) the circumstances were somewhat different, the point being whether one of the witnesses, who was admittedly in the same room as the testatrix, was present when she signed. The testatrix entered a shop and asked an assistant in the shop to witness her signature. The shopkeeper at the time was engaged at another counter. When he was disengaged—the testatrix having then signed and the assistant having subscribed the will—the latter asked the shopkeeper to go to the testatrix while she (the assistant) attended at his counter. The shopkeeper then went over to the testatrix and subscribed. It was urged in favour of the will that the execution by the testatrix was in fact in the presence of both witnesses. It appears, however, that the shopkeeper neither saw her sign nor was conscious of what was going on when she signed, and hence he was not present at the signing in the sense required by the statute. To satisfy the statute the witness must actually see the testator sign and have his attention called to what is being done.

A USEFUL decision on the power of a tenant for life to mortgage the settled land has been given by BUCKLEY, J., in *Re Clifford* (50 W. R. 58; 1902, 1 Ch. 87). Under the Settled Land Act, 1882, the power of mortgaging was limited to cases where money was wanted for enfranchisement or for equality of exchange or partition; and hence difficulty arose when existing mortgages on an estate were called in, and convenience required that the incumbrances should be re-arranged by creating new mortgages. Accordingly it was enacted by section 11 of the Settled Land Act, 1890, that where money was "required for the purpose of discharging an incumbrance on the settled land or part thereof," the tenant for life might raise the money so required, and also the costs, by mortgage of the settled land. Thus, where a mortgage has been called in and a transfer cannot be effected, the tenant for life can now raise the amount by a new mortgage. Is the section, however, restricted to cases where the mortgagee has actually called in the money, or does it extend to other cases where, though the money has not been called in, yet a re-arrangement of incumbrances by the creation of fresh mortgages is in the interest of the settled estate desirable? In *Re Clifford* the property was settled subject to a mortgage for £15,500, and several other mortgages, all bearing interest at 4 per cent. The total amount of the incumbrances was £26,043. The mortgage for £15,500 was called in, and a transfer could not be conveniently effected, but it was found that a new consolidated mortgage for the entire sum could be obtained at 3½ per cent. The tenant for life accordingly gave notice to pay off the other incumbrances, and executed a fresh mortgage for £26,043. Then came the question of the costs of the transaction. If this sum was "required" for the purpose of discharging the old incumbrances the case was within section 11 of the Act of 1890, and the tenant for life was entitled to raise the costs by mortgage of the settled estate. But to restrict the term to cases where the old mortgage has been called in would be, as BUCKLEY, J., pointed out, to give the section an unduly narrow construction. The money is as much "required" when the general interests of the estate make the creation of a fresh mortgage desirable, as when, by the mortgagee's notice, the raising of money has become imperative. In the present case, therefore, the tenant for life was held to have properly acted under the section, and was entitled to have the costs raised.

THE DECISION of BUCKLEY, J., in *Davenport v. Marshall* (50 W. R. 39; 1901, 1 Ch. 82) furnishes an example of a case in which the court will depart from the strict meaning of words in order to carry out what it may be presumed would be the intentions of the parties. A marriage settlement, made in 1868, contained a covenant for the settlement of property of the wife which should be acquired "during the said intended marriage." In 1875 an order was made for judicial separation, and in 1900, the husband being still living, certain property accrued to the wife. The question arose whether this was bound by the covenant. That it was property acquired during the marriage there could be no doubt. The marriage was not put an end to by the judicial separation. On the other hand, the object of the covenant was to prevent the wife's property falling under the control of the husband, and upon a judicial separation this is already effected by section 25 of the Matrimonial Causes Act, 1857. "In every case," so runs the section, "of a judicial separation the wife shall, from the date of the sentence and while the separation shall continue, be considered as a *feme sole* with respect to property of every description which she may acquire or which may come to or devolve upon her." The section thus secures to the wife the full enjoyment of her own property, and, if a marriage settlement were drawn with a view to such circumstances, it is certain that the operation of the covenant would be excluded. A decision excluding the operation of the covenant was given by BACON, V.C., in *Dawes v. Croyke* (33 W. R. 869, 30 Ch. D. 500), where the words were "during the coverture." The effect of the Act, he said, was to put the wife upon the footing of a *feme sole* as regards property, and hence the covenant no more applied than if she had in fact become a *feme sole*. BUCKLEY, J., followed a similar principle in the present case. The test, he said, was that the intention was to exclude the husband, and if no question arose of excluding the husband because the Act had already excluded him, the covenant was not intended to apply and was inoperative. Any other construction would, indeed, inflict hardship upon the wife.

IN MANY cases where a testator has used the word "surviving" the court has been able to see from indications in the will that he really meant it in the sense of "other," and has accordingly given shares to the children of deceased legatees who would have been within the literal language of the will had they survived. But according to the recent judgment of the Court of Appeal in *Inderwick v. Tatehall* (50 W. R. 100), this construction depends upon its being possible to gather such an intention from the will, and it cannot be adopted simply because the substitution of "other" would bring about a fairer distribution of the estate. In that case a testator had left his property in seven shares to his seven children for life with remainder to each child's children. If any child died without leaving children, then his share was to go among his "surviving brothers and sisters" equally as tenants in common for their respective lives, with remainder among their children. In working out such an arrangement it might be supposed that the testator, in dealing with the share of a child who died without leaving children, would wish to extend the same bounty to the children of a child of his own who had died previously as to the rest of his grandchildren, and accordingly it was pressed upon the court that "surviving brothers and sisters" must be read so as to let in the children of other brothers and sisters who had not survived. But in the absence of any indication in the will that this was the testator's intention, the court declined to depart from the literal meaning of "surviving." In *Re Harrison* (49 W. R. 613; 1901, 2 Ch. 136) COZENS-HARDY, J., observed that it passed the wit of man to reconcile all the cases on the subject, and on the present occasion the Court of Appeal thought it best to avoid the attempt and to adhere to the testator's words. "I think," said Lord ALVERSTONE, L.C.J., "that such words"—i.e., as "surviving"—"ought to have their natural meaning unless from the whole of the will, or from other clauses in the will, there is an indication that they are to have a different meaning." Hence the children of deceased children of the testator were excluded.

THE DECISION of the House of Lords in *Blair v. Duncan* (Times, 18th ult.), though purporting to be based only upon Scotch law, illustrates a distinction with regard to testamentary gifts which is well recognized in English law. When once a gift is shewn to have been destined for charitable purposes, it receives especial favour, and is not liable to be declared void on the ground that the particular charitable purposes are uncertain. Thus where the testator has, in the first instance, meant to point out specific charitable societies as the recipients of his bounty, but has left the names blank, the court will give effect to the intention expressed in favour of charity and direct a scheme: *Re White* (41 W. R. 683; 1893, 2 Ch. 41). And similarly, where there is a clear intention in favour of charity, the testator need not trouble about selecting the particular charity himself, but may entrust this task to a trustee; though he cannot exercise the same freedom outside the scope of charity, and leave the trustee to distribute his property for him; unless, indeed, the area of selection is confined to a specified class of individuals: *Vezey v. Jamson* (1 S. & St. 69). To do this would be to delegate to another the power of making the will. And the same rule applies where property is left to be given as a trustee determines to public purposes generally. Such purposes are wider in their scope than charitable purposes, and they do not receive the favour accorded to charity. And if the gift is to charitable or public purposes—and the effect may be the same though the word “and” is used (*Williams v. Kershaw*, 5 C. & F. 111 (n))—then the alternative makes the gift void as well in respect of charitable as of public purposes: *Vezey v. Jamson*; see *Hunter v. Attorney-General* (47 W. R. 673; 1899, A. C. 309). No definite part is ascertained to charitable purposes, and the entire gift fails. Of this nature was the recent case before the House of Lords. Property was given by a testatrix to be “applied for such charitable or public purposes as my trustee thinks proper.” The alternative discretion in favour of public purposes made the gift void for uncertainty.

#### THE DUTY OF A PURCHASER TO INQUIRE AS TO INCUMBRANCES.

THE attention of our readers ought to be called to the recent decision of Lord Justice STIRLING on the subject which we have placed at the head of this article. The decision was given on an originating summons taken out under the Charitable Trusts Recovery Act, 1891, intitled *Re The Alma Corn Charity, Charity Commissioners v. Bode and Another*, and is reported in L. R. 1901, 2 Ch. 750. The first argument took place in June, 1900, before the elevation of the learned judge to the Court of Appeal, and the first judgment was delivered after that elevation—namely, on the 30th of November, 1900. This first judgment decided that certain land was affected by a charitable trust for the distribution of one quarter of wheat and two of barley every year for the benefit of the poor of the parish of Haddenham, and that the defendant BODE was affected by such trust; but it left open the question whether the other defendant, who was a mortgagee from BODE, was or was not a purchaser for value without notice of the trust. Further evidence was then adduced upon the last-mentioned point, and the case appears to have been argued before Lord Justice STIRLING on the 17th of April, 1901, and decided on the 31st of July. We presume that this was done under section 51 of the Judicature Act, 1873. It is this second decision which is of importance.

The material facts of the case appear to have been as follows: (1) That the great tithes of the parish of Haddenham became vested in the Dean and Chapter of Rochester subject to the charitable trust above mentioned; (2) that, in 1834, 348 acres of land were awarded to the dean and chapter in satisfaction of the great tithes under an Inclosure Act; (3) that on the 17th of November, 1881, 278 out of these 348 acres were sold and conveyed to HENRY BODE by the Ecclesiastical Commissioners, the conveyance being expressed to be “subject to the unredeemed land tax and tithe commutation rent-charge, both rectorial and vicarial, and to all other payments and outgoings, ecclesiastical and civil, charged upon or payable out of the” land conveyed, with a proviso added that certain other property should stand charged with the liability (so far as it existed) to

repair the chancels of the parish churches of Haddenham, Caddington, and Kingsey in exoneration of the land conveyed; and (4) that the charitable trust was not disclosed by the abstract, and that the mortgagee's solicitor did not ask the mortgagor's solicitor whether there were any outgoings, ecclesiastical or civil, payable out of the land beyond those mentioned in the abstract. Under these circumstances, the plaintiffs contended that the mortgagee had implied notice of the trust, and cited *Jones v. Williams* (5 W. R. 775, 24 Bear. 41) ROMILLY, M.R., May, 1857, following *Jones v. Smith* (1841, Hare, 43, 55); while the mortgagee relied on section 3 (1) of the Conveyancing Act, 1882, and the well-known case of *Re Ford and Hill* (27 W. R. 371, L. R. 10 Ch. D. 365, Jan., 1871), JAMES, BAGGALLAY, and BRAMWELL, L.J.J.).

STIRLING, L.J., held that the mortgagee had notice of the trust. He said: “I have to ask myself two questions. First, ought inquiry to have been reasonably made in respect of the charge by the mortgagee? And I answer that question in the affirmative. Then I have to ask myself whether, if such an inquiry had been made, it would have come to the knowledge of the mortgagee that the charge in fact existed. The answer to that is also ‘Yes.’ No doubt if a reasonable, though misleading, reply be given to a requisition, the purchaser is not bound to assume it is not correct and to push his inquiry further. But have it is reasonable to assume that, if the question had been asked, a true reply would have been given. In the present case I think the solicitor for the mortgagee should have treated the conveyance of the 17th of November, 1881, as notice of the existence of payments and outgoings, ecclesiastical and civil, charged on the property conveyed.”

The last sentence above set out is important. It makes the obligation to inquire as to incumbrances depend on the existence of a prior deed conveying the land subject to possible charges. But we may observe that one of the charges expressly mentioned in the deed of the 17th of November, 1881, was clearly non-existent in this case—namely, rectorial tithe commutation rent-charge—so that there was ground for regarding the whole clause as a common form regularly inserted in conveyances by the Ecclesiastical Commissioners to cover everything, *ex majori cautela* as the saying is. It does not seem desirable that the duty of a purchaser's solicitor to inquire as to undisclosed incumbrances should depend on the existence or non-existence of some general expression of this nature comprised in an earlier title deed of the property; but, at any rate, the result is that the case of *Re Ford and Hill* can no longer be relied on when any title deed contains a general reference to possible charges. Independently of this, as most of us know, *Re Ford and Hill* has not been by any means universally accepted in practice. Some practitioners have adopted the practice of only asking as to the existence of legal incumbrances, relying on the rule that a purchaser for value of the legal estate gets a good title against equitable claims of which he has no notice; while others have expressed the requisition generally and procured an answer by reminding the vendor of the liability incurred by concealment. It would seem, however, that an inquiry limited to legal incumbrances is insufficient in view of the decision on which we are commenting, and that a purchaser should inquire generally as to any incumbrance which if disclosed would affect the property in his hands.

It is stated that during the ensuing Hilary sittings Appeal Court I. will be composed of the Master of the Rolls and Lords Justices BOWEN and MATHW; and Appeal Court II. will consist of Lords Justices VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY.

It is stated that copies of the following letter have been forwarded to the town clerks of the various boroughs from the office of the Lord Chancellor: House of Lords, 1st of January, 1902.—Dear Sir,—The Lord Chancellor is frequently petitioned to appoint additional magistrates in various boroughs on the ground that many of those who are in the Commission of the Peace take no part in the judicial work of the bench. His lordship desires to obtain by means of general inquiry information regarding the extent of such inactivity, and I am therefore directed to ask if you would furnish him with a return shewing the total number of sittings held in your borough for judicial business during the past year, and giving the complete list of names now in the Commission of the Peace, stating in the case of each person the number of sittings attended.—I am, dear Sir, your obedient servant, R. C. NORMAN.



## THE ANNALS OF A BERKSHIRE VILLAGE.

THE traveller by the Great Western Railway, who leaves the roar of the main line at Reading for the quiet of the branch which wanders up the valley of the Kennet to Newbury, would hardly be surprised to learn, as he might learn from the two handsome volumes mentioned in the note,\* that he passes through a country storied with the history of many centuries, so rich are the pastures, so typical the scenes of English life which abound in this part of central Berkshire. A neighbourhood, indeed, which includes, within a radius of a few miles, Silchester, Newbury, and Reading—for before its modern dedication to brick and biscuits, there was a Reading which had grown up under the tutelage of that stately abbey and monastery there whose history closed in a great tragedy of shame nearly four hundred years ago—could hardly fail to abound in vivid illustration of almost every incident which goes to make up the record, in peace or war, of rural England.

The proverbial spell which is cast by antiquarian research was hardly needed in this case to account for the patient study which has now collected the annals of this Berkshire village. For Thatcham history is written large in all, or nearly all, the many special sources of information to which, in addition to the treasure-houses of the Record Office and Somerset House, the local historian looks in turn. The ancient parish, the hundred, the tithing, the borough, the manor, the church, the vicarage—to all these Thatcham has given a name, and the records of each have contributed something to the tale of the whole. They have been fortunate in their compiler and in their editor, a combination which might usefully be more often employed for the writing of that local history wherein the offices of collector and of editor may so advantageously differ. The former can hardly pass by anything which may possibly be material; the latter must cut down and reject, and sometimes with an unsparring hand, for parents are proverbially partial. The willingness of Mr. BARFIELD as compiler to accept, and the ability of Mr. PARKER as editor to make, suggestions as to omissions, transpositions, and (though rarely) additions, and the wise resolve of the editor to take chronology as his guiding principle of arrangement, have resulted in a more than usually convenient distribution of material. The death of Mr. BARFIELD before the mass of information which had come into his possession had been put into any real shape for the printer, has thrown upon Mr. PARKER much responsibility of revision, but interviews had taken place in Mr. BARFIELD's lifetime, and the result is probably very much what Mr. BARFIELD, had he lived, would have made it, if (and the condition is a material one) he had had the full benefit of Mr. PARKER's help and experience.

Apart from his antiquarian researches, Mr. BARFIELD was probably known to many readers of the SOLICITORS' JOURNAL. Himself a solicitor, and the son of a solicitor, he was admitted in 1850, and for some years practised in Austin Friars, subsequently removing to the Temple, and taking out his annual certificate until his death in 1899. His antiquarian knowledge on at least two important occasions stood him in good stead—in one instance, *Goody v. Everett* (Times Reports, Feb. 13, 1880), helping him to establish a public right; in another, *Hamerton v. Honey* (24 W. R. 603), enabling him to defeat an unfounded claim to one. It is suggested that his researches in connection with these cases quickened, if indeed they did not create, the desire, which resulted in these volumes, to know more about Thatcham, the place of his birth. To the same cause may be attributed the kindly thought with which, both during his life and by his will, he made a substantial addition to those local charities and endowments, commencing as early as 1413, to which some eighty pages of these volumes are devoted.

The contents of both volumes are conveniently grouped under the four headings of the Parish, the Church, the Charities and Endowments, and the Manor; and, although the actors under these different heads are naturally often the same persons, and their actions in such characters are intimately associated, the uniform tabulation of actors and actions in chronological order, even if it involves a certain amount of repetition, presents the history of the *locus in quo* clearly under each of these four heads at any one time. It can thus be readily believed that, even apart from matters which are comparatively of purely antiquarian, ecclesiastical, historical, local, or personal value, there is much in these volumes of which the legal aspect has an interest of its own, and one which would particularly appeal to the readers of this journal.

Thatcham has been the legal nursery of at least one celebrity in law. THOMAS COVENTRY, the well-known conveyancer and real property lawyer of the early part of last century, was articulated in 1813 to Mr. JOHN BARFIELD, then in practice as a solicitor at Thatcham, and remained with him for five years. "On leaving Thatcham he entered the chambers of Mr. PRESTON, the great conveyancer of that day, and was admitted a member of Lincoln's-inn in 1819. He was

called to the bar in 1824." New editions of his works do not appear to have been published for some seventy years, but among those famous in their day were his Treatises on Common Recovery, on Copyholds, and on Mortgages; an edition of Coke upon Littleton, and some Forms in Conveyancing.

Another legal celebrity connected with Thatcham was Sir WILLIAM DANVERS who was one of the King's Justices de Banco in 1487, and in the following year was appointed a Justice of the Court of Common Pleas. He lived at Chamberhouse in the parish, took great interest in the welfare of the inhabitants, and was buried in the parish church, where his tomb, sadly defaced, may still be seen.

The history of another of the English judges in connection with Thatcham was not so creditable. Baron TOMLYNS, a Cursitor Baron of the Exchequer, became entitled by marriage to a tenement charged with a "yerelie rente of sixe pounds of lawfull money" in favour of four poor inhabitants, and, after paying the amount for some years, he declined to pay any further. Accordingly in 1651 a commission was issued to inquire as to the "misappropriation" of this charitable fund. The baron declined to appear, and an order was made against him, with £8 costs, followed by a writ of execution. Thereupon the learned judge unmasked his battery, alleging (*inter alia*) that he was the "only partie grieved" by the decree, and that it ought to be quashed; that the jury was not properly empanelled, nor the commission duly returned; that it was not made to appear that the commissioners had any authority; that he had been prevented, as he was then "very sicke and kept his bedd," from challenging the jury; that one of the jury was incompetent to sit; that the founder was not seised at the date of his will; that the property was comprised in his marriage settlement; that he (the judge) had paid in ignorance; that he had not had notice; and that the commissioners had not power to award costs in their own favour. All this exquisite fooling was duly dealt with by counterpleading, and, after much negotiation, a compromise was made, terms were arranged as to future payments, and the baron and his lands were released from all actions for arrears "from the beginning of the world until the day before the date of these presents." Most unwillingly did the baron yield at all, recording, by way of alterations in the still existent draft of the compromise, his readiness to have put in a replication, and that he had refrained "for peace and quietness sake, and out of a charitable disposition to the poor, and not of any guilt of wrongdoing to the poor as to the supposed arrears, &c." The account of the proceedings is fitly closed with a facsimile of the bill of costs; and, as it covers the cost of several journeys to London, and payments for counsel's fees, and other out-of-pocket expenses, it cannot be thought extravagant at £17 13s. 6d., even at the value of money two hundred and fifty years ago. It includes "Item given counsell's man to despatch the business, 2s. 6d.," suggesting an early origin for clerk's fees.

Midway between these two legal celebrities may be placed NICHOLAS FULLER, a notable owner of the Chamberhouse estate. He was a member of Gray's-inn, and became an antient of that honourable society in 1574. These antients "were of three classes: (1) Barristers; (2) sons of judges, who by right of inheritance were admitted antients; and (3) persons of distinction who were placed in the Inns of Court, as FORTESCUE says, not so much to make the laws their study, much less to live by the profession, having large patrimonies of their own, but to form their manners, and to preserve them from the contagion of vice." The last call of antients *ex nomine* at Gray's-inn was made in 1716, the persons qualified to be antients of the third class above mentioned are not unknown even now in the Inns of Court. It was fortunate, perhaps, for Mr. FULLER that he was a barrister, for he purchased his estate from one DOCWRA on an extraordinarily complicated title, involving a conditional agreement for sale of the property to one ASTLEY, with an option to the purchaser to "mislike the premises," alleged to have been exercised some three days before the option expired. The suggestion that no money passed on either occasion; the fact that no reconveyance was executed; and the disclosure of a mortgage by DOCWRA to the Earl of LEICESTER, who, on seeking repayment, was assured by the mortgagor that the money was never to be demanded—all these matters, when revealed to Mr. FULLER on his purchase, naturally led to Chancery proceedings, and only in *Fuller v. Dockwra* (Ch. Proc. 3, 38) was the title of the much-enduring purchaser confirmed. This Mr. FULLER appears to have been a typical "aggrieved parishioner" of his day, frequently in trouble and sometimes in prison, for his aggressive assertion of his opinions, and never so happy as when in opposition to all established ecclesiastical authority, which he only recognized when it happened to be of value for the protection of some rectorial tithes of his own. He was buried in Thatcham Church in 1619, and on a marble monument, with a glowing inscription, both made in accordance with his own directions, there may be seen the figures of his wife and himself, Mr. FULLER wearing a barrister's gown and his wife the dress of the period, so adapted,

\* Thatcham, Berks, and its Manors. By the late Samuel Barfield, Esq. Edited and arranged for publication by James Parker, M.A., F.R.S. Two Vols., etc. James Parker & Co.

however, either by the lady or the sculptor, as to make it difficult at first sight to distinguish the two figures. The widow also died at Thatcham, and took due care by her will that her importance should be recognized after her death, directing her executors to provide for all who came to her funeral "stronge beere, wyne, and cakes to entertaine them, for I think such provisions most meete."

Some general and, on the whole, accurate observations on the history and qualities of manors, manorial courts, and court rolls, which are given on p. 312, might more conveniently have been placed at the beginning of Book IV. There is an interesting comparison of the manorial court in the days of its vigour with its modern successors, the local board, or the urban or district council, with respect to the prompt and personal manner in which nuisances were removed and injuries redressed. Valuable work was done by these courts in preserving rights of way. The cumbrous machinery of interim and permanent injunctions, with their incidental delay and cost, was unknown: the jury "presented" the way, and the offender was ordered to "lay it out" forthwith under a suitable penalty, and the inhabitants might be trusted to see to the rest. The offender recognized that he was in the mercy of the court, and liable to "amercement" accordingly, a form of punishment peculiarly dear to justices in early days, as its essence was its arbitrary uncertainty. It is even suggested that when the case was thought one for a mere fine, the record was often prepared before this court was held, the amount of the fine being subsequently placed over the offender's name or in the margin of the roll, as each case was decided by the court. County analysts were unknown; so long as the ale-taster (employing a simple process of personal, rather than chemical, analysis) and the breadweigher were satisfied, other supervision of food might safely be defied. Convenient methods of enforcing the orders of the local authorities were found in the stocks, the whipping-post, the cucking-stool, and the pound; and the local taste which was shown in keeping these in thorough working order was as natural as that which finds modern expression in the erection of a parish room or the introduction of a system of gas-lighting. The law of settlement was enforced against indigent aliens by a quasi-boycotting order that none within the manor should entertain the stranger, his wife, or family, on pain of five pounds.

The Appendices, which constitute the second volume, contain a wealth of facsimiles, reprints, and translations of documents of great interest and variety. Wills, commencing with one, nearly 1,000 years old, which directs the freeing of every serf on the lands devised, extracts from Domesday, charters from 1125 onwards, market and other grants, licences, pedigrees, presentments, terriers, lists of bishops and abbots, registers, churchwardens' accounts, decrees, inventories, manorial court rolls and assurances—all these, grouped under the same four heads as are used in the arrangement of the earlier volume, abound in interesting material, often quaint, and usually more picturesquely set out than in its modern prosaic equivalents. It is only possible here to indicate their nature. No little commendation is due for the valuable supply of illustrations in each volume. The earlier volume contains many charming reproductions of old prints and modern sketches and photographs, some being of really artistic merit; whilst the facsimiles in the later volume of charters, wills, entries, deeds, and special documents are excellent.

The reader who cannot find, and with interest, a curious amount of information and illustration in this work must have been a student of history to ill purpose. Not a tithe of it is even summarized above. Recent years have fortunately witnessed a considerable outcome of parish and local histories, but a perusal of this history of Thatcham suggests the tale of the traveller of whom it was said that "even the sight of a gibbet, if it assured him that one robber was safely disposed of by justice, never failed to remind him how many remained unchanged." For there are many villages and small places still awaiting their historian, and perhaps not less among country solicitors than in any other class of the community are there those who have opportunities for the research needed. To trace our own connection with the past of our own country, and to study the writings and institutions of those who only differed from ourselves in the accident of having lived some time ago, and in doing this to bring out the constitutional and legal element which underlies it all, and thus to revive a period "without whose life we had not been," is to furnish a valuable correction to the tendency of much modern education to burn its ships, let perish its past, and produce something, and only something, which can be readily expressed in the sordid form of pounds, shillings, and pence.

According to the *Publishers' Circular*, there were 100 new law books published in 1901, and 37 new editions of law books.

In consequence of a meeting of the King's Bench judges on Saturday morning, the 11th inst., there will be no sitting of the courts of that division on that day; and it is stated that the two Courts of Appeal also will not sit on that day.

## REVIEWS.

### INCOME TAX.

**THE INCOME TAX ACTS, WITH INTRODUCTION, NOTES, AND CROSS-REFERENCES.** By HERBERT ST. GEORGE PEACOCK, assisted by ROLLO F. GRAHAM CAMPBELL, Barristers-at-Law. Sweet & Maxwell (Limited).

This book consists in the main of the text of the Income Tax Acts, 1842 and 1853, and the Taxes Management Act, 1880. The subsidiary Income Tax Acts and a large number of other revenue Acts are also included. The whole makes a bulky and intricate body of legislation, and for understanding it assistance such as Mr. Peacock gives is very valuable. The Acts are plentifully supplied with cross-references, and the repealed parts clearly indicated by distinctive type. The cases decided on the various sections are shortly stated, and occasionally the notes expand into a useful dissertation upon points of special importance—such, for instance, as the liability to assessment of persons doing business abroad (p. 112), and the principle of taxing interest in the hands of the payee and not of the receiver (p. 129). To present in logical sequence the principles of the Acts—if they have such sequence—would require a different and more searching method of treatment; but as a presentment of the statutes the book is well done.

### THE YEAR'S STATUTES.

**PATERSON'S PRACTICAL STATUTES: THE PRACTICAL STATUTES OF THE SESSION 1901 (1 EDW. 7); WITH INTRODUCTIONS, NOTES, TABLE OF STATUTES REPEALED AND ALTERED, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX.** Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

The legislation of last session was, as is well known, not of a very important or fruitful character. The Factory and Workshop Act is a consolidating statute of considerable length, and it makes the bulk of the legislative outcome equivalent to that of an ordinary year. But in general there are few Acts which call for comment. Such notes as are required for elucidation Mr. Cotton gives. In the introductory note to the Larceny Act, 1901, for instance, he points out some of the cases which showed the necessity of amending the Larceny Act, 1861—though by an error the recent case of *Reg. v. Kane* appears as *Reg. v. Hane*—and he prints for comparison the repealed sections 75 and 76 of that Act. And he does not omit to notice the curious mistake by which the title to the Public Libraries Act, 1901, was left unaltered when part of the subject-matter it described was struck out of the Bill. The volume continues an extremely useful collection of statute law.

### WORKMEN'S COMPENSATION.

**THE LAW RELATING TO WORKMEN'S COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1900; WITH AN APPENDIX CONTAINING THE RULES, REGULATIONS, AND ORDERS UNDER THE ACTS AND FORMS.** By WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

This book can hardly be said to fill a gap in legal literature; there is already almost a superfluity of treatises on this subject, and although the author is to be congratulated on his careful and well-written annotation of the Acts, the book is not fortunate in the occasion of its birth. The Court of Appeal were occupied during a great part of last sittings in deciding points on the Act of 1897; these decisions were given too late, or Mr. Bowstead's book was published too early, to admit of their being referred to in this edition. The result is that some of the case law has become out of date even sooner than is ordinarily the case with legal text-books.

**WORKMEN'S COMPENSATION CASES: BEING REPORTS OF CASES DECIDED UNDER THE WORKMEN'S COMPENSATION ACT, 1897, PRINCIPALLY TAKEN FROM THE LAW TIMES REPORTS AND THE TIMES LAW REPORTS. VOL. III.** Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

This volume brings the cases down to the Long Vacation of 1901. Any practitioner who intends to rely on it must lose no time in "noting up" in it the numerous decisions of the Court of Appeal of last sittings. We have considerable doubt as to the usefulness of this reproduction of cases, which (as declared by the title) are already to be found in other series of reports. We have greater doubt as to the advantage of including reports of county court decisions on a subject which provides so many appeals. At least one case reported in this volume has been in the Court of Appeal before this book could be reviewed. If this series is continued, we would suggest that the



editor should follow the practice (common to most series of reports) of printing the name of a case at the head of each page on which it is reported.

**CASE LAW OF THE WORKMEN'S COMPENSATION ACT: A LECTURE DELIVERED TO THE NOTTINGHAM LAW STUDENTS' SOCIETY.** By J. KENTISH WRIGHT, Solicitor. Nottingham: J. & J. Vice.

Mr. Wright's lecture shews an intimate knowledge of his subject. Although he goes further as an apologist for the drafting of the Act than we should be prepared to follow him, the collection of, and commentary upon, cases which his lecture contains makes it quite worthy of publication in pamphlet form.

#### Factories and Workshops.

**THE LAW RELATING TO FACTORIES AND WORKSHOPS, AS AMENDED AND CONSOLIDATED BY THE FACTORY AND WORKSHOP ACT, 1901.** By WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

The Factory and Workshop Act, 1901, was the *magnum opus* of last session, and a text-book on the subject is welcome. Although to a large extent a consolidation Act, the new statute has introduced some important alterations in the law, and these are carefully noticed by the author in the introduction. The main body of the work consists of the text of the Act, with notes and references to cases; the appendix contains the rules and regulations issued under the authority of the repealed Acts and kept in force by the new enactment, together with a selection of such of the provisions of these statutes as are material to the subject. The rules relating to different trades are not distinguished in the appendix by their dates, nor do they shew on the face of them by what authority they were made; these matters are ascertainable from other parts of the book or by reference to the index, but the arrangement of the appendix does not commend itself to us. It is, however, useful to find the statutes and rules comprised in one volume, and the book will no doubt serve its purpose.

#### Books Received.

**The Law of Interpleader, as Administered by the English, Irish, American, Canadian, and Australian Courts.** With an Appendix of Statutes. By RODERICK JAMES MACLENNAN, Barrister-at-Law, Toronto, Canada. Stevens & Sons (Limited). Price 25s.

**County Court Practice Made Easy, or Debt Collection Simplified.** By A Solicitor. Effingham Wilson.

#### NEW ORDERS, &c.

##### RULES PUBLICATION ACT, 1893.

The following Rules have been signed and declared urgent by the Lord Chancellor:—

##### YOUTHFUL OFFENDERS ACT, 1901.

Rules and Schedule of additional forms under the Summary Jurisdiction Acts. (January) 1902.

1. An Order made under section 7 (1) of the Youthful Offenders Act, 1901, on a parent or other person liable to maintain a child or young person, may be served on the person on whom it is made, by any Constable or School Attendance Officer or Agent of H.M. Inspector of Reformatory Schools, in person, or by letter left at the address of the parent or other person liable mentioned in the summons, to such person, or the address last known.

2. The time within which an application may be made to the Court against an Order made under section 7 (1) of the Youthful Offenders Act, 1901, on a parent or other person liable to maintain a child or young person shall be *one month* after service of notice of the Order.

3. The security which a Court of Summary Jurisdiction may, under section 2 of the Act, require a parent or guardian to give for the good behaviour of a child or young person shall be given by way of recognizance; and the forms prescribed by the Summary Jurisdiction Rules, 1886, or forms to the like effect, shall be applicable thereto with such variations as circumstances may require.

4. The forms in the Schedule hereto, or forms to the like effect, may be used with such variations as circumstances may require for the purposes of the Reformatory Schools Act, 1866, the Reformatory Schools Act, 1893, and the Reformatory Schools Act, 1899, and for the purposes of the Industrial Schools Act, 1866, the Industrial Schools Act Amendment Act, 1880, the Industrial Schools Act, 1894, and the Elementary Education Act, 1876, and this Rule may be cited as the Summary Jurisdiction Rules, 1901.

The Summary Jurisdiction Rule, 1895, is hereby annulled.

Dated the 4th day of January, 1902.

[The Schedule contains numerous forms of summonses and orders.]

#### CASES OF LAST SITTINGS.

##### Court of Appeal.

**MCCHANE v. GYLES.** No. 2. 19th Dec.

**PRACTICE—THIRD-PARTY NOTICE—SERVICE—THIRD PARTY OUT OF JURISDICTION—R.S.C. XI. 1 (a); XVI. 48.**

This was an appeal from Buckley, J., who refused to discharge an order for service of a third-party notice upon Mrs. Cronyn, a resident in Ireland. In 1875 the defendant Walter Gyles and John Cronyn, the trustees of the marriage settlement of Mrs. McChane, the mother of the plaintiff in the present action, invested £1,000 of trust money subject to the trusts of the settlement on what was alleged to be a contributory mortgage of land in Ireland. John Cronyn died in 1877. Under his will Mrs. Cronyn, his widow, was sole executrix and entitled to receive the income of his estate for life. The property in Ireland, the subject of the mortgage in question, was subsequently sold for a sum insufficient to meet the £1,000 secured thereon. The plaintiff, who was absolutely entitled to the £1,000 under an appointment by Mrs. McChane, then brought the present action against the defendant Gyles, the sole surviving trustee of the settlement, for a declaration that the advance of the £1,000 on a contributory mortgage was a breach of trust, and repayment of the £1,000. The defendant took out a summons to add Mrs. Cronyn as a defendant, or in the alternative for leave to serve a third-party notice upon her. Byrne, J., gave leave to issue a third-party notice and serve the same on Mrs. Cronyn in Ireland, without prejudice to any right the defendant might have to add Mrs. Cronyn as a defendant. Mrs. Cronyn moved before Buckley, J., to discharge the order for service of the third-party notice on her. Buckley, J., dismissed the motion. Mrs. Cronyn appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The real question we have to decide is whether or no an order giving leave to serve a third-party notice should have been made in this case. I have no doubt that such an order, having regard to the orders and rules which exist under the Judicature Act, is an order which ought not to have been made. I am sorry to say so, because, having regard to the terms of the Judicature Act, there was no reason why the orders and rules should not have been made differently. The terms of the Judicature Act seem to be such that the rules might have been framed to govern this case. And I think that the spirit of the Judicature Act was that whenever an action existed in the High Court and matters arising out of that action could have been determined in the original proceeding, the court should have power to include those matters in the original action. The whole of third-party procedure was created by the Judicature Act, 1873, and in particular by section 24. Looking at that section, I think that the intention of the Judicature Act was to make all those matters which are provided for in the sub-sections of section 24 questions arising out of the original action. Under those circumstances I should have thought the spirit of the Act might have been carried out by making the original action and its subject-matter the test whether there should be a notice served out of the jurisdiction, or whether a notice should issue against a third party, such as is provided for by ord. 16, r. 48. But as the rules stand, I am clear that the service of a writ out of the jurisdiction can only be sanctioned when the subject-matter of the claim of the defendant covered by the third-party notice is such that, if the action had been an independent action, an order for service out of the jurisdiction could have been made in accordance with ord. 11, r. 1. It is not necessary to go through all the clauses of ord. 11, r. 1. It is only necessary to say that it has not been contended here that this third-party notice comes within any clause except (g). Now (g) relates to service of a writ in cases in which any person out of the jurisdiction is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction. If, therefore, you had here a third-party notice properly served on someone within the jurisdiction, you might have a third-party notice served on someone out of the jurisdiction. But there is no possibility of saying that (g) has any application to the present case. I think the appeal must be allowed.

ROMER, L.J.—I agree in thinking that this appeal must be allowed. We are not concerned with any application by the plaintiff in the action under ord. 11, r. 1 (g) to add Mrs. Cronyn as a defendant and serve her out of the jurisdiction, nor have we before us any application to add her as a defendant. Such an application could not be decided on the present occasion for the reason that the plaintiff is not here. I think it is still open to the respondent to ask to add Mrs. Cronyn as a defendant, and that that question ought to go back to the judge. Then we come to the question of service of the third-party notice. That turns on ord. 16, r. 48, which directs that such notice shall be served according to the rules relating to service of writs of summons. Having once arrived at that, the question to be considered is whether the notice, if it were a writ, would be capable of being served out of the jurisdiction. To consider that you must have regard, not to the writ of the plaintiff in the action, but to the claim of the defendant against the third party. Then treating the notice as a writ of summons, you must find if it falls within ord. 11. If it does you can get leave to serve it out of the jurisdiction; if it does not, you cannot. In the present case it is clear that leave cannot be obtained

because treating the third-party notice as a writ of summons and looking at the nature of the claim made against the party to be served, it cannot be brought within order 11.

COZENS-HARDY, L.J.—I agree.—COUNSEL, *Butcher, K.C., Darley, and Lorington; Astbury, K.C., and Austen-Cartmell.* SOLICITORS, *Wansey, Bowen, & Co., for J. A. French, Dublin; Bircham & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

**Re LONDON AND NORTHERN BANK. ARCHER'S CASE.** No. 2.  
18th Dec.

PRACTICE—COMPANY—WINDING UP—PENDING ACTION—PRIVILEGE—EXAMINATION OF WITNESS—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 115.

This was an appeal against a decision of Wright, J. The above bank before going into voluntary liquidation commenced an action against Sir George Newnes (Limited), claiming £90,000 damages for libel contained in a paragraph published in a paper called the *Money Maker*, stating that the bank was being wound up. In the winding up, when it did afterwards occur, the liquidator obtained an order under section 115 of the Companies Act, 1862, for the private examination of Mr. J. H. Archer, an ex-manager of the bank. It was admitted that Mr. Archer had handed to the solicitor acting for Sir George Newnes (Limited) in the action a letter written by the Bank of England to the London and Northern Bank relating to the financial position of the latter, and in the course of the examination Mr. Archer was asked questions as to what had become of other letters belonging to the London and Northern Bank. These questions, on the advice of his counsel, he refused to answer. The registrar before whom the examination was held ordered him to answer, but referred the matter to the court. In the action the secretary of Sir George Newnes (Limited) had made an affidavit of documents in which he claimed privilege in respect of some specified documents, and it was said that the questions which were objected to on the examination were put with the view of getting behind the privilege and obtaining evidence for the purpose of the action, and it was said that this was contrary to the rule laid down in *Re The North Australian Territory Co.* (38 W. R. 561, 45 Ch. D. 87). On behalf of the liquidator it was contended that Mr. Archer, as an ex-officer of the bank, was bound to answer questions as to what he had done with letters which were the property of the bank. Wright, J., thought it quite clear that Mr. Archer, as an ex-officer of the bank, was bound to answer the question what documents of the bank he had had in his possession and what had become of them. He must attend at his own expense and answer the questions. His lordship said that in the case referred to the person whom it was desired to question was an officer of another company, not of the company which was in liquidation. Mr. Archer appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—In my judgment it was right that this witness should be examined under section 115 with regard to the circumstances of this case and should answer the questions put to him. There can be no doubt as to the jurisdiction under that section to examine this witness and compel him to give information touching the affairs of the company. But it is said that the liquidator of the company is engaged in litigation against Sir George Newnes, and that no examination ought to be allowed pending that litigation with reference to those matters to which the litigation relates. I am far from saying that the pendency of an action between the liquidator of a company and some other person might not be a good reason for postponing the examination of a witness who might be expected to give information with reference to that action. Very often it would be proper to postpone the examination, because such an examination might have a tendency to defeat the ends of justice. The rules which apply in the conduct of actions are not arbitrary rules, but have been laid down for the express purpose that justice may be obtained. *Prima facie*, if a litigant for his own advantage seeks to have steps taken in an action in a different order from the ordinary one, that would be a reason for not allowing the examination to take place immediately. In the present case the defendant in the pending action has had to make an affidavit of documents, and has claimed privilege. So far as privilege is concerned, the words are very general, and are communications made to the defendant's solicitor for the purposes of the litigation. The claim for privilege succeeded. Afterwards the liquidator desired to have a former servant of the bank examined for the purpose of ascertaining what documents he had in his possession which came into his possession as a servant of the bank, and also what information he could give as to matters which came within his knowledge as a servant of the bank. *Prima facie* that would be a proper subject for examination under section 115. But it is said that if this examination is allowed it may be discovered that the witness had had documents in his possession which he has handed over to the defendant's solicitor for the purposes of the action, and that under these circumstances the examination tends to disturb the ordinary course of procedure in the action and to give an advantage to the liquidator. But it is plain that irrespective of this action it would be the duty of the liquidator, if he thought it necessary, to examine this witness about these documents, and to say that such an examination would defeat the ends of justice seems to me to be contrary to the fact. The fact is that the witness has been guilty of a breach of duty in handing over documents which belonged to his former employers to another person. Under these circumstances I think that Wright, J., exercised his discretion properly in ordering the examination to take place. I will only add that what I have said does not in any way interfere with the rule laid down in *Re The North Australian Territory Co.*

ROMER, L.J.—I agree. The court will always take care that the power conferred by section 115 is not used oppressively or vexatiously or for any

purpose other than those intended by the Legislature. In the present case the examination is sought for the purpose of obtaining information from a former servant of the bank as to documents belonging to the bank which were in his possession and as to what he has done with them. It is clear that this was a very proper case for the liquidator to put in force the powers conferred by section 115, and none the less so because the former servant of the bank may have handed over those documents to persons who are in litigation with the bank. I agree, therefore, in thinking that the order of Wright, J., is correct.

COZENS-HARDY, L.J., agreed.—COUNSEL, *Herbert Reed, K.C.; Muir MacKenzie; Lush; Macaskie, K.C.; F. Cooper Willis.* SOLICITORS, *G. H. Hoyle; Helder, Roberts, Walton, & Thomas, for Simpson & Simpson, Leeds.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

**Re BARON KENSINGTON (Deceased). EARL OF LONGFORD v. BARON KENSINGTON AND OTHERS.** Farwell, J. 20th, 21st Nov.

WILL—DEVISE OF ONEROUS AND BENEFICIAL PROPERTY—AGGREGATE GIFT OF FREEHOLD AND LEASEHOLD PROPERTY—LIABILITY FOR UNPAID PURCHASE-MONEYS AND FOR MORTGAGE CHARGE.

Adjourned summons for the determination of several questions arising under the will of the late Lord Kensington, who died in 1900 from wounds received on active service in South Africa. Early in 1900 the testator agreed to purchase for £60,000 the New St. Bride Estate in Pembrokeshire, but he paid only £4,000 on account during his lifetime. In March, 1901, his executors completed the purchase, it being agreed with the vendor that £35,000 should remain on mortgage charged on the property. The balance of £21,000 was paid out of the testator's personal estate. It appeared that the property was worth somewhat less, and the question was how the £56,000, being the amount remaining unpaid at the date of the testator's death, should be borne as between his real and personal estate. The testator was also entitled at the date of his death to a leasehold house in Portland-place, subject to a mortgage for £10,350. His executors had sold this house for £8,750, and paid the balance of the mortgage-money out of his general personal estate. A similar question arose as to this balance. The questions were argued between the tenant for life and certain legatees.

FARWELL, J., said that under Locke-King's Acts a devisee of land was not entitled to have a mortgage on the property devised discharged out of the personality, but the land was primarily liable, the mortgagee, of course, being unaffected by the Acts. In this case the testator gave his Pembrokeshire freeholds and all other his real estate to certain uses in strict settlement. He also bequeathed his leaseholds to trustees on trust to pay the rents and hold the leaseholds on trusts corresponding to the freeholds, so far as the law allowed. Now in order to decide whether the deficits on the New St. Bride estate and the Portland-place leasehold were to be borne by the residuary personality or by the devisees of the freeholds, he must construe the will and see whether the estates were given as one aggregate or as separate gifts. It was well settled that where the gifts were separate a donee might disclaim the onerous and accept the beneficial gift; but if they were given in one aggregate he could not do so. The question, therefore, was whether the gifts were aggregated. There was really no question as to the New St. Bride estate. It passed under the devise of the Pembrokeshire freeholds, and clearly formed part of an aggregate mass. Further, as the leaseholds were given on the same trusts, they were, as far as possible, aggregated with the freeholds. The separate bequest was a mere conveyancing device in order to aggregate the leaseholds with the freeholds so far as the law allowed. It was impossible to hold that the gift of the leaseholds was a separate gift there unless he held that leaseholds and freeholds could never be aggregated in one gift. This was a complete answer to the contention that the freeholds and leaseholds might ultimately descend to different persons. Now, did the authorities prevent his holding that there was an aggregate gift in that case? In *Re Hotchkiss, Freke v. Calmady* (34 W. R. 569, 32 Ch. D. 408), Cotton, L.J., said that it did not depend on the question whether the gift was contained in one or two sentences. Nor did his lordship consider that it could depend on the fact that one property was freehold and the other leasehold. He had looked up many authorities since the opening of the case, and one of the strongest was *Talbot v. Lord Radnor* (3 M. & K. 252), but better in the report of *Fairclough v. Johnston* (16 Ir. Ch. 442). There the testator, whose will was dated before the Wills Act, gave a leasehold to his sister and devised his realty to trustees on certain uses in strict settlement, including an annuity of £200 to his sister. The Vice-Chancellor held that the sister could not accept the annuity and disclaim the leasehold. This was a strong authority that, though the gifts were in different parts of the will and of such diverse nature as a leasehold and an annuity, the court could on construction find an intention to make an aggregate gift. In the Irish case there was a gift of all debts due to the testator and his personal estate to his wife absolutely, his freeholds being given to the wife for life, and she was in possession. The testator was the leasee of a house, which was underlet at a lower rent at his death. The Irish Master of the Rolls held that the wife must keep down the ground-rent out of the freeholds. It was true that he put his decision on the ground that the testator, though not specially mentioning the house, must have known it was an onerous lease, and this might have been so. But he also inferred that the testator in *Talbot v. Lord Radnor* knew that the leasehold was let at an undervalue. After a careful study of *Talbot v. Lord Radnor*, his lordship was unable to discover any ground for that inference. It was no doubt stated that the house was let at a lower rent at the



testator's death, but that was not material as to the testator's intention at the date of his will. If the fact was material, it must be shown that the testator knew at the date of his will that the house was let at a lower rent. There was no such finding in *Talbot v. Lord Radnor*, and the fact that it was underlet at a lower rent at his death was irrelevant. *Syer v. Gladstone* (34 W. R. 565, 30 Ch. D. 614), was simply a case of construction, and Pearson, J., construed the gift as two distinct gifts. One will case offered little assistance in another will case, but he could see possible grounds for Pearson, J.'s decision, and his view was borne out by the reporter's note in 75 L. T. Rep. 17. His lordship then came to *Fretven v. Law Life Assurance Society* (41 W. R. 682; 1896, 2 Ch. 511), which was very much in point and put the whole matter on an intelligible basis. If there was an aggregate gift, the net beneficial interest of the donee was the net amount of the property. It could be ascertained by an account. The beneficial interest was the net balance. An aggregate gift was the exact opposite of a gift item by item. His lordship had not got to consider whether Locke-King's Acts imposed any personal liability on a devisee. That question did not arise, as in this case enough was given in the way of benefit to more than counterbalance any liability. There was an aggregate gift of unincumbered and incumbered property. Locke-King's Acts said that the incumbered property must bear its own incumbrances. It was really immaterial whether the incumbrance or lien exceeded the value of the property. The testator had chosen to give it with the burden, and the devisee took it with the burden, whatever it was. Fortunately for the devisee, the other property devised to him more than counterbalanced the burden on the onerous property. Otherwise, of course, he would disclaim the whole. Short of that, he must take the benefit and the burden together. The same rule applied in the case of the Portland-place leasehold house, which was subject to a mortgage. The devisee of the aggregate must take it with its whole liability, and that liability must be brought into account in the one aggregate gift.—COUNSEL, *J. Austen-Cartmell*; *J. G. Butcher, K.C.*, and *C. A. James*; *Bramwell Davies, K.C.*, and *E. Beaumont*; *W. Phipson Beale, K.C.*, and *J. D. Rogers*; *C. E. E. Jenkins, K.C.*, and *C. Gurdon*. SOLICITORS, *Flaggate & Co.*; *Gadsden & Treherne*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

### High Court—Probate, &c., Division.

**BIRCH v. BIRCH AND ANOTHER.** Barnes, J. 6th Dec.

PRORATE—RESIDUAL ALLEGED TO HAVE BEEN OBTAINED BY FRAUD—RES JUDICATA—PARTIES HAVING INTEREST IN SUIT.

This was a motion by the defendants to dismiss the action on the ground that the subject-matter thereof was *res judicata*. For the plaintiff it was contended that the only way to call in question a judgment which (as was alleged) had been obtained by fraud was by commencing an action, if the time for appeal against the judgment had gone by. The following cases were cited: *Wytcherley v. Andrews* (2 P. & D. 327), *Priestman v. Thomas* (9 P. D. 70 and 210), *Barnesley v. Powell* (1 Ves. 119), *Flower v. Lloyd* (6 Ch. D. 207, 10 Ch. D. 327), *Cole v. Langford* (1898, 2 Q. B. 36), and *Wyatt v. Palmer* (1899, 2 Q. B. 106).

BARNES, J., in delivering judgment, said that it appeared that two actions had been brought in this court, the first one on the 12th of December, 1899, by Ada Rose Guise, and a second one on the 16th of December, 1899, by Edwin Birch against Walter George Birch, and these actions had been consolidated. On the 14th of June, 1899, letters of administration of the estate of the deceased, Arthur Birch, had been granted to Walter George Birch, Jesse Joseph Birch, and Edwin Birch, the brothers of the intestate, he having died on the 18th of April, 1899. The plaintiff claimed revocation of the letters of administration, and set up a will of the 8th of December, 1897. The defendants set up a will of the 18th of December, 1897. On the 20th of February, 1900, Ada Rose Guise delivered a defence supporting the claim of the plaintiffs in the second action for revocation of the grant. Walter Birch pleaded that the alleged wills of the 8th and 18th of December, 1897, were not duly executed, and were not signed by the deceased or by anyone at his direction. The plaintiffs in the second action, in their reply, traversed the allegations of the defence, and on the 22nd of June, 1900, the case was tried by the President. The witnesses to the will were not called because they could not be found, but Henry Guise, the husband of Ada Rose Guise, was called, and gave evidence to the effect that he had found a certain man who was a witness to the instructions of the will. That man was also called as a witness. It appeared that when Henry Guise was making his inquiries he was acting on behalf of his wife, Ada Rose, and was taking care of her interest. He also was an executor under the will of his wife's sister. The President pronounced for the will of the 18th of December, 1897, and ordered the letters of administration which had been granted on the 14th of June, 1899, to be revoked. On the 26th of June, 1901, a writ was issued by Walter George Birch, and he alleged in his statement of claim that the judgment had been obtained by fraud, and that, at the instigation of Henry Guise, the will of the 18th of December, 1897, had been forged. He went on to say that the man who had been a party to the fraud had gone to America and had written from there describing the circumstances under which the pretended will was executed, and he claimed that the judgment should be set aside. A motion was then made to dismiss the action, but it was twice adjourned, first to enable the plaintiff to file his statement of claim, and secondly, because the court directed that what was asserted in the statement of claim should be put on affidavit. The plaintiff had now sworn that the originals of the letter and confession were, as he was informed and believed, in the hands of the Commissioner of the Police, and investigations had been and still were being made with reference to them by the

authorities at Scotland-yard, and it was upon information and evidence collected and obtained by them and by his solicitor that he had commenced the action, and that he was informed and believed that the contents of his statement of claim were true. It appeared also that Henry Guise was a party to an action in Chancery in connection with the administration of the estate in which the plaintiff, Walter George Birch, was a defendant, and he submitted that Henry Guise should be made a defendant in this suit as he was materially interested in supporting the will. Now the counsel for the defendants in this action contended that such a suit would not lie, but the court thought that from the cases of *Barnesley v. Powell* (1 Ves. 119), *Wyatt v. Palmer* (1899, 2 Q. B. 106), and *Priestman v. Thomas* (9 P. D. 70 and 210), the suit could be maintained. The substance of the case in *Barnesley v. Powell* was summed up in a marginal note thus: "There may be relief against a decree gained by fraud. Against a probate obtained by fraud relief must be here" (i.e., in Chancery). The learned judge also referred to *Mifford on Pleadings*, where the following passage occurs: "If a decree has been obtained by fraud, it may be impeached by original bill without the leave of the court" (5th ed., p. 112). It should, of course, be clearly borne in mind that fraud in obtaining a will was one thing and fraud in obtaining probate of it was another. It was argued that where no fraud had been alleged against a party to the suit, the matter could not be reopened, but that was certainly not so in probate suits, for many persons who were not parties to the suit were bound by the decree: *Wytcherley v. Andrews* (2 P. & D. 327). It followed that a number of persons might be interested who were not parties to the suit, and it followed from that that if someone interested was guilty of fraud it affected the whole litigation, for, to take a hypothetical case, if a will was to be put forward and executors named in it and witnesses were procured, the executors might propound the will in all innocence although it had been obtained by fraud. It would be absurd to allow that document to stand. It was undoubtedly clear that Mr. Guise had an interest in the suit and was acting in his wife's interests and she had left the matter in his hands. If fraud was established, then they would not be entitled under the will, but the court particularly wished not to express an opinion one way or the other on the merits of the case and desired to confine itself simply to observing that, the plaintiff having sworn to the facts that he had, the case must be allowed to proceed, and this motion must be refused, the question of costs being reserved, and Henry Guise must be added as a defendant. Leave to appeal was given.—COUNSEL, *Indervick, K.C.*, and *Willock*; *Bargrave Deane, K.C.*, and *Fritchard*; *W. L. Richards*. SOLICITORS, *E. W. Reeves*; *McKis Sharp*; *J. W. Reid*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

**TWIST AND OTHERS v. TYE.** Barnes, J. 19th Dec.

PRORATE—COSTS.

This was a probate action in which the plaintiffs, as executors, propounded two wills, or alternatively either of them, they being the testamentary dispositions of the late Emma Hiffe, of Yardley, Worcester. The wills were dated the 24th of March and the 14th of April, 1896, and the deceased died on the 4th of May, 1901. The defendant was one of the next-of-kin, and alleged that the deceased, who at the time of her death was ninety-one years of age, was not of sound disposing mind at the time of the execution of the wills, and did not know and approve of their contents. After a trial lasting four days, the jury found that the deceased was not of sound disposing mind, and that she did not know and approve of the wills. The plaintiffs then applied for their costs out of the estate, and alternatively asked that they might not be condemned in costs. The heir-at-law and certain next-of-kin who had been cited also applied for their costs. The other facts of the case sufficiently appear from the judgment, in delivering which

BARNES, J., said that the plaintiffs, the unsuccessful parties, had applied for their costs out of the estate, or, in the alternative, that costs should not follow the event, but the defendant opposed both applications. The general rule in such cases was that costs should follow the event, unless adequate reasons to the contrary be shown, either on the ground that the litigation was brought about by the conduct of the deceased, or because the parties who failed had acted reasonably in making inquiries into the testamentary dispositions. It was therefore material to consider the facts of each case. The plaintiffs were Mr. Colmore, the testatrix's solicitor, Mr. Bellamy, a trustee since 1890, and Mr. Twist, another trustee since 1892. They were all residuary beneficiaries under the will, and were all fully aware of the circumstances and the condition of the testatrix. Mr. Colmore, indeed, was aware of the residuary clause, although Mr. Bellamy and Mr. Twist were not. There was no doubt that the death of the testatrix's daughter on the 5th of March, 1896, had a most serious effect upon the old lady's mind. On the 20th of March Mr. Colmore took the instructions for the will, Mr. Bellamy having previously handed him a list of her relatives. When Mr. Colmore found that he was to be a beneficiary he handed over the instructions to his partner, Mr. Monckton. On the 24th of March the will was executed by the testatrix, who at that time held the opinion that the will was not strictly in accordance with her instructions, although Mr. Colmore assured her that she was mistaken. On the 14th of April the testatrix, being then ninety-one years of age, re-executed that will in an amended form. Up to the 5th of March the daughter had always looked after the old lady, but subsequently the three plaintiffs, her residuary legatees and executors, took charge of her and looked after her affairs. It was therefore obvious that they were cognizant of, and had their attention drawn to, the matters which had come out during the course of the trial, and that they were aware of certain documents dated the 17th of March, the 24th of July, and the 3rd of August, which were indicative of the state of affairs at the time. It had, moreover, been given in evidence that the

lady was in the habit of writing out on bits of paper so-called wills, which were subsequently destroyed as worthless by Mr. Bellamy's orders, they being of a incoherent and unreasonable nature. There was not the slightest suggestion that the plaintiffs had acted improperly in any way, but the case against them was that they were in a position to know the true state of affairs, and that they propounded the will at great risk and were practically backing their own opinion about the deceased's condition. In support of the plaintiffs' application counsel referred to *Boughton v. Knight* (3 P. & D. 64), a case in which Lord Hannen granted the unsuccessful party costs out of the estate. But, looking at the concluding words of Lord Hannen's judgment, it was obvious how remarkably that case could be differentiated from the present one. Summarizing the reasons given, the learned judge then said: "Thinking that Sir Charles was honestly led into this litigation by the fact that the testator seemed to the outward appearance to be capable of managing his affairs, and, in the absence of evidence to the contrary, was justified in bringing the case before the court, I order costs on both sides out of the estate." But in the present case the plaintiffs could not have been led into litigation by the fact that the testatrix seemed to be capable of managing her own affairs, for she never did manage them, as the plaintiffs well knew, after her daughter's death. It was not, therefore, a case where the testatrix's own conduct had led to the litigation, for the plaintiffs were almost as much parties to the making of the will as the old lady herself. The court wished it to be clearly understood that it did not suggest that the plaintiffs had in any way acted improperly, but they had taken a mistaken view, and it could not order their costs to come out of the estate. With regard to their application that costs should not follow the event, when all the facts were considered, the court could not hold that the plaintiffs were reasonably led to believe that the testatrix was capable of managing her own affairs; there was nothing to shew that the court ought to depart from the ordinary rule, that costs should follow the event. With regard to the application by the heir-at-law and the next-of-kin cited, asking to have their costs, it was not a reasonable one. The case of *Rayson v. Parton* (2 P. & D. 38) did not apply. They were really all in the same interest as the defendant and should not have been separately represented, and therefore only one set of costs would be allowed. Judgment accordingly.—COUNSEL, *Sir Edward Clarke, K.C., Inderwick, K.C., and Barnard; Hammond Chambers, K.C., and Grazebrook; Kemp, K.C., and Matthews; Prythead; Willock.* SOLICITORS, *Kennedy & Co.; Tippetts & Co.*

[Reported by GWYNNE HALL, Barrister-at-Law.]

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 8th inst., Mr. Robert Cunliffe in the chair. The other directors present being Messrs. H. Morten Cotton, Grantham B. Dodd, Walter Dowson, T. Murgrave Francis (Cambridge), J. Roger B. Gregory, Samuel Harris (Leicester), Sir George H. Lewis, Richard Pennington, J.P., Richard S. Taylor, R. W. Tweedie, Maurice A. Tweedie, and J. T. Scott (secretary).

A sum of £330 was distributed in grants of relief, nine new members were admitted to the association, and other general business transacted.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—JAN. 7.—Chairman, Mr. Frank H. Stevens.—A highly successful impromptu debate was held, the following members spoke: Messrs. Hugh Rendell, Butler, T. H. Guillaume, Nash, Hair, Jolly, Hamilton Fox, Hodder, Pleadwell, Dowding, Arnold, Cohn, Crane, Penny, and Barrett.

## LEGAL NEWS.

### OBITUARY.

SIR JAMES PARKER DEANE, K.C., D.C.L., died on the 3rd inst., at the age of eighty-nine years. He was a son of the late Mr. Henry Deane, of Hurst Grove, Berks, and was educated at Winchester and St. John's College, Oxford, of which he became a fellow. In 1839 he was admitted as an advocate of Doctors' Commons, and in 1841 was called to the bar. He was appointed a Queen's Counsel in 1858, and was second in seniority to Lord Grimthorpe in the list of "silks." He appeared in many important ecclesiastical suits, including *Martin v. Mackintosh*. Until a few days before his death he held the office of Vicar-General of the province and diocese of Canterbury, and Admiralty Advocate, and was also Chancellor of the diocese of Salisbury. He was also, we believe, Counsel to the Foreign Office. He was a member of the Privy Council, and was knighted in 1885.

### APPOINTMENTS.

Mr. J. W. WOOLSTENCROFT, solicitor, town clerk of King's Lynn, has been appointed Town Clerk of Guildford.

Mr. CHARLES PADLEY, solicitor, of the firm of Lucas & Padley, of Church-street Chambers, Sheffield, has been appointed a Commissioner for Oaths. Mr. Padley was admitted in 1895.

## CHANGES IN PARTNERSHIPS.

### DISSOLUTIONS.

JOHN ALBERT FARNFIELD and HERBERT EDWARD FARNFIELD, solicitors (J. A. & H. E. Farnfield), 90, Lower Thames-street, London. Dec. 31. The said John Albert Farnfield retiring from practice, the said Herbert Edward Farnfield will continue the business under the said style or firm name of J. A. & H. E. Farnfield.

MONTAGUE KINGSFORD, WILLIAM NORMAN WIGHTWICK, and CECIL EDWARD KINGSFORD, solicitors (Kingsford, Wightwick, & Kingsford), Canterbury. Dec. 31. So far as concerns the said Montague Kingsford, who from that date ceased to be a member of such firm. The said William Norman Wightwick and Cecil Edward Kingsford will continue the practice of the late firm upon their own account.

GEORGE WATSON NEISH, BULMER HOWELL, and JOHN EMBLETON MACFARLANE, solicitors (Neish, Howell, & Macfarlane), 66, Watling-street, London. So far as regards the said John Embleton Macfarlane, who retires from practice.

JOHN EDWARD PRESTAGE, ERNEST J. SOARES, CHARLES FREDERICK WHITFIELD, and EDGAR PRESTAGE, solicitors (Allen, Prestage, Soares, & Whitfield), Manchester. Dec. 31. So far only as regards the said Ernest J. Soares, who retires from the said firm. The practice will be continued by the said John Edward Prestage, Charles Frederick Whitfield, and Edgar Prestage under the style of Allen, Prestage, & Whitfield.

[Gazette, Jan. 3.]

ALBERT GIBSON, ARTHUR WILLIAM WELDON, and EDWARD POWELL BILBROUGH, solicitors, (Gibson, Weldon & Bilbrough), Lonsdale-chambers, 27, Chancery-lane, London. Dec. 31. The said Albert Gibson and Arthur William Weldon will carry on business as solicitors at Lonsdale-chambers aforesaid, under the style or firm of Gibson & Weldon. Mr. E. P. Bilbrough, in conjunction with Mr. W. L. Plaskitt, M.A., LL.B. (Cantab), and Mr. Francis J. Plaskitt, B.A. (Oxon.), will carry on business at 8, Old Jewry, E.C., and at 19, Lincoln's-inn-fields, W.C., under the style or firm of Bilbrough & Plaskitts.

[Gazette, Jan. 7.]

### GENERAL.

A correspondent is good enough to remind us that, in addition to the works which we mentioned last week as having been published by the late Mr. F. R. Parker, he wrote an Index to the Bankruptcy Act, 1869, and Rules (Stevens & Sons, 1870).

Justice Lumpkin, of the Supreme Court of Georgia, is, says the *Central Law Journal*, one of the greatest of legal humorists. He was recently called upon to consider an appeal from the judgment of a justices' court where the court was held on a sidewalk instead of the accustomed place, in consequence of the justice being barred out of his office by his landlady. In his judgment on the case Lumpkin, J., said: "If the proceedings remind one of the simple procedure of the courts when the cad administered justice under the palm tree; or if justice administered on the sidewalk makes one think of the early English court of 'Pied Poudre,'—it must not be forgotten that substantial justice was often administered in both of those courts. The case was thus tried and the judgment rendered. There is no complaint that it was not properly tried, or that any person was misled or absent, or that substantial justice was not reached; but it is contended that the judgment so rendered was void, a mere nullity because the law requires justice courts to be held at 'fixed times and places,' and it is contended that the place fixed was the room upstairs, and that the judgment could not lawfully be rendered elsewhere; in a word, that a judgment upstairs would have been good, but a judgment downstairs was void. I cannot quite agree to this proposition. I do not think that a judgment must needs lose its life in descending a flight of stairs."

At the Reading Borough Quarter Sessions, on the 3rd inst., says the *Times*, a lad between fifteen and sixteen years of age, who had already been in a reformatory three years for a similar offence, pleaded "Guilty" to, and was again sent to a reformatory for three years for shop-breaking and theft. Section 6 of the Youthful Offenders Act, 1901, which came into force on the 1st inst., provides that where a court of summary jurisdiction makes an order that a child or young person be sent to a certified reformatory or industrial school the court may make, at the same time, such order for a contribution to his support and maintenance on his parent, or other person legally liable to maintain him, as may be made by justices or a magistrate under the Reformatory Schools Act, 1866, or the Industrial Schools Act, 1866, or any local Act relating to reformatory or industrial schools. Counsel for the prosecution applied for an order upon the boy's parents to contribute towards his maintenance in the reformatory, contending that section 6 of the Act, construed with section 5 (which extends to courts of assize or of quarter sessions the power of committal to an industrial school which may be exercised by justices), conferred upon quarter sessions the same power of ordering parents to contribute. The recorder (Mr. A. H. Spokes) said he could not make the order. The Act, although it ought, and possibly meant to have done so, did not appear to him to confer upon courts of quarter session the power which justices possessed. But the reformatory authorities could, he pointed out, take steps to obtain contribution from the boy's parents.

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A few days ago, says the Berlin correspondent of the *Morning Post*, Dr. von Liszt was lecturing on Tarde before an audience of jurists which included a district judge. At the close of the lecture the professor hurriedly left the platform with the excuse that he had a pressing engagement and could not stop to answer questions. Before he had reached the door, however, a member of the audience asked in a loud voice what were Tarde's relations to Christianity. "A nice question to ask," a second gentleman observed in very insulting accents. "Hold your tongue!" retorted the first speaker, to which the second speaker replied, "What disgusting vulgarity!" The first speaker thereon rose in a fury, threw himself on his opponent, seized him by the throat, and threatened him with a revolver. The audience which followed was brought to a close by the voice of Dr. von Liszt exclaiming: "Gentlemen, you have all seen the struggle which has just taken place. We will proceed at once, if you please, to record the evidence in the case." Dr. von Liszt, with the aid of two assistants, had arranged beforehand the details of the exciting scene which was to the audience a sensational surprise. A few witnesses were examined on the spot, and the others in the course of the next few days. The result was astounding. Only one witness (and he was not the judge) was able to give a correct account of the quarrel; the other accounts were full of errors, some of a gross character. Some of the witnesses, for instance, had observed not a revolver but a stick, and were prepared to testify on oath to the correctness of their observation. The experiment of the professor is the more interesting, the correspondent adds, in view of the nature of his audience, and its result is certainly calculated to reduce the value of the oaths on which many courts of justice now rely.

No comic writer ever produced a funnier skit on the machinery of the law, says the New York correspondent of the *Daily Telegraph*, than the judicial comedy which has had the Brooklyn police-courts as its scene ever since the New Year began, and which culminated on Monday in one judge being forcibly ejected from his bench. Under a law passed by the State Legislature last winter, at the instance of the Brooklyn Republican Organization, it was provided that six police magistrates should be elected. The retiring mayor, Mr. Van Wyck, however, took advantage of the fact that some of the authorities declared that this law was unconstitutional to nominate six judges of his own for terms of six years. With the advent of the New Year the elected judges prepared to take their seats on the bench, only to find that the former mayor's appointees by no means intended to give up possession. As a result, four of the Brooklyn police-courts became citadels, barricaded and defended by the magistrates, who evidently held that possession was more than nine points of the law. The four magistrates remained in a state of siege, sleeping and eating in their court-rooms, calling an imaginary court to order in the mornings, and then dismissing it for the day. One of the four had provisions hoisted into his room in a basket, which he pulled up to the window by a string from the street. On Monday the reformers scored a victory by forcibly ejecting one of the besieged. This was Judge Dooley. He was sitting on the bench in solitary contemplation, when, at nine in the morning, Mr. Durack, one of the elected judges, walked into the court-room with a squad of policemen. "Officers," said Mr. Durack, "I command you to clear the room." "You will touch me at your peril," said Mr. Dooley to the policemen. "I am the regular magistrate here, and I propose to sit here." The policemen hesitated, but Mr. Durack again ordered them to clear the court, whereupon two of them took Mr. Dooley under the arms and lifted him bodily out of his chair. Mr. Durack at once took his place.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE OF EMERGENCY APPEAL COURT				Mr. Justice KEKEWICH.	
Date.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.
Monday, Jan. ....13	Mr. Farmer	Mr. Pugh	Mr. Godfrey	Mr. R. Leach	Mr. R. Leach
Tuesday .....14	Church	Carrington	Farmer	Beal	Beal
Wednesday .....15	W. Leach	Pugh	Godfrey	Beal	Beal
Thursday .....16	Greswell	Carrington	Farmer	Beal	Beal
Friday .....17	King	Pugh	Godfrey	R. Leach	Beal
Saturday .....18	Godfrey	Carrington	Farmer	Beal	Beal

ROTA OF REGISTRARS IN ATTENDANCE OF EMERGENCY APPEAL COURT				Mr. Justice KEKEWICH.	
Date.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.	Mr. Justice KEKEWICH.
Monday, Jan. ....13	Mr. Greswell	Mr. Pemberton	Mr. Church	Mr. Jackson	Mr. Pemberton
Tuesday .....14	W. Leach	Jackson	King	Pemberton	Carrington
Wednesday .....15	Greswell	Pemberton	Church	Pugh	Beal
Thursday .....16	W. Leach	Jackson	King	Church	Beal
Friday .....17	Greswell	Pemberton	Church	Beal	Beal
Saturday .....18	W. Leach	Jackson	King	Beal	R. Leach

### HILARY SITTINGS, 1902.

#### COURT OF APPEAL.

Final and interlocutory appeals from the King's Bench Division, the New Trial Paper, and Cases in *In re Workmen's Compensation Act*, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.

#### APPEAL COURT II.

The General List and Interlocutory Appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions, and the County Palatine and Stannaries Courts, and Appeals in Bankruptcy and Lunacy, or other Business proposed to be taken in

this Court, will, from time to time, be announced in the Daily Cause List.

N.B.—Lunacy Matters (when any) will be taken in Appeal Court II. on Mondays at Eleven, and Probate and Divorce Appeals will be taken on days to be appointed by the Court.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

##### CHANCERY COURT I.

Mr. Justice KEKEWICH.  
The following will be the Order of Business:—  
Monday—Chamber Summons.  
Tuesday—Short Causes, Petitions, and Adjourned Summons.

Wednesday and Thursday—Adjourned Summons.  
Friday—Motions and Adjourned Summons.

N.B.—The first day of the Sittings, Saturday, January 11, and the last day, Wednesday, March 26, will also be Motion Days.

Saturday—Adjourned Summons.  
Actions without Witnesses (not marked short) and Further Considerations will be heard on days from time to time announced in Daily Cause List.

Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the Judge's Clerk.

N.B.—Retained Actions with Witnesses, and any other Cases with Witnesses which it is convenient for Mr. Justice Kekewich to try, notwithstanding that he is ordinarily taking Non-Witness Business only, will be taken at times to be announced in the Daily Cause List.

#### CHANCERY COURT II.

##### Mr. Justice BYRNE.

Sat., Jan. 11 | Mots, Sht caus, pets, procedure sums, & non wit list  
Monday .....13 | Sitting in chambers  
Tuesday .....14 | Non wit list  
Wednesday 15 |

Thursday .....16 | Companies' Acts and non-wit list  
Friday .....17 | Mots and non wit list  
Saturday .....18 | Sht caus, pets, procedure sums, and non wit list

Monday .....20 | Sitting in chambers  
Tuesday .....21 | Non wit list  
Wednesday 22 |

Thursday .....23 | Companies' Acts and non-wit list  
Friday .....24 | Mots and non wit list  
Saturday .....25 | Sht caus, pets, procedure sums, and non wit list

Monday .....27 | Sitting in chambers  
Tuesday .....28 | Non wit list  
Wednesday 29 |

Thursday .....30 | Companies' Acts and non-wit list  
Friday .....31 | Mots and non wit list  
Sat., Feb. 1 | Sht caus, pets, procedure sums, and non wit list

Monday .....3 | Sitting in chambers  
Tuesday .....4 | Non wit list  
Wednesday 5 |

Thursday .....6 | Companies' Acts and non-wit list  
Friday .....7 | Mots and non wit list  
Saturday .....8 | Sht caus, pets, procedure sums, and non wit list

Monday .....10 | Sitting in chambers  
Tuesday .....11 | Non wit list  
Wednesday 12 |

Thursday .....13 | Companies' Acts and non-wit list  
Friday .....14 | Mots and non wit list  
Saturday .....15 | Sht caus, pets, procedure sums, and non wit list

Monday .....17 | Sitting in chambers  
Tuesday .....18 | Non wit list  
Wednesday 19 |

Thursday .....20 | Companies' Acts and non-wit list  
Friday .....21 | Mots and non wit list  
Saturday .....22 | Sht caus, pets, procedure sums, and non wit list

Monday .....24 | Sitting in chambers  
Tuesday .....25 | Non wit list  
Wednesday 26 |

Thursday .....27 | Companies' Acts and non-wit list  
Friday .....28 | Mots & non wit list  
Sat., March 1 | Sht caus, pets, procedure sums, and non wit list

Monday .....3 | Sitting in chambers  
Tuesday .....4 | Non wit list  
Wednesday 5 |

Thursday .....6 | Companies' Acts and non-wit list  
Friday .....7 | Mots and non wit list  
Saturday .....8 | Sht caus, pets, procedure sums, and non wit list

Monday .....10 | Sitting in chambers  
Tuesday .....11 | Non wit list  
Wednesday 12 |

Thursday .....13 | Companies' Acts and non-wit list  
Friday .....14 | Mots and non wit list  
Saturday .....15 | Sht caus, pets, procedure sums, and non wit list

Monday .....17 | Sitting in chambers  
Tuesday .....18 | Not wit list  
Wednesday 19 |

Thursday .....20 | Companies' Acts and non-wit list  
Friday .....21 | Mots and non wit list  
Saturday .....22 | Sht caus, pets, procedure sums, and non wit list

Monday .....24 | Sitting in chambers  
Tuesday .....25 | Mots and non wit list  
Wednesday 26 | Sitting in chambers

The Witness Actions retained by Mr. Justice Byrne will be taken from time to time as the state of the Non-Witness List may permit; but Motions and Petitions will always be taken on Fridays and Saturdays respectively throughout the Sittings.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk one clear day before the cause is to be put into the Paper.

#### LORD CHANCELLOR'S COURT.

##### Mr. Justice FARWELL.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Farwell will take Actions with Witnesses daily throughout the Sittings.

#### CHANCERY COURT IV.

##### Mr. Justice BUCKLEY.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Buckley will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

#### CHANCERY COURT III.

##### Mr. Justice JOYCE.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Joyce will take Actions with Witnesses daily throughout the Sittings.

#### KING'S BENCH COURT I.

##### Mr. Justice SWINFEN EADY.

Sat., Jan. 11 | Mots, Sht caus, & pets  
Monday .....13 | Sitting in chambers  
Tuesday .....14 |  
Wednesday 15 | General paper  
Thursday 16 |

Friday .....17 | Mots and gen pa  
Saturday .....18 | Manchester and Liverpool business

Monday .....20 | Sitting in chambers  
Tuesday .....21 | Sht caus, pets, & gen pa  
Wednesday 22 | General paper  
Thursday 23 |

Friday .....24 | Mots and gen pa  
Saturday .....25 | Sht caus, pets, & gen pa  
Monday .....27 | Sitting in chambers  
Tuesday .....28 | General paper  
Wednesday 29 |

Thursday .....30 | Mots and gen pa  
Friday .....31 | Liverpool and Manchester business

Sat., Feb. 1 | Sitting in chambers  
Monday .....3 | Sht caus, pets, & gen pa  
Tuesday .....4 | General paper  
Wednesday 5 |

Thursday .....6 | Mots and gen pa  
Friday .....7 | Sht caus, pets, and gen pa  
Saturday .....8 | Sitting in chambers  
Monday .....10 | Sitting in chambers  
Tuesday .....11 | General paper  
Wednesday 12 |

Thursday .....13 | Mots and gen pa  
Friday .....14 | Manchester and Liverpool business

Saturday .....15 | Sitting in chambers  
Monday .....17 | Sitting in chambers  
Tuesday .....18 | Sht caus, pets, & gen pa  
Wednesday 19 | General paper  
Thursday 20 |

Friday .....21 | Mots and gen pa  
Saturday .....22 | Sht caus, pets, and gen pa  
Monday .....24 | Sitting in chambers  
Tuesday .....25 | General paper  
Wednesday 26 |

Thursday .....27 | Mots and gen pa  
Friday .....28 | Manchester and Liverpool business

Sat., March 1 | Sitting in chambers  
Monday .....3 | Sht caus, pets, and gen pa  
Tuesday .....4 | Sht caus, pets, and gen pa  
Wednesday 5 | General paper  
Thursday 6 |

Friday .....7 | Mots and gen pa  
Saturday .....8 | Sht caus, pets, & gen pa  
Monday .....10 | Sitting in chambers  
Tuesday .....11 | General paper  
Wednesday 12 |

Thursday .....13 | Mots and gen pa  
Friday .....14 | Manchester and Liverpool business

Saturday .....15 | Sitting in chambers  
Monday .....17 | Sitting in chambers  
Tuesday .....18 | Sht caus, pets, and gen pa  
Wednesday 19 | General paper  
Thursday 20 |

Friday .....21 | Mots and gen pa  
Saturday .....22 | Sht caus, pets, and gen pa  
Monday .....24 | Sitting in chambers  
Tuesday .....25 | Mots and non wit list  
Wednesday 26 | Sitting in chambers





## FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1899.

In re Tiemann's Patent, AD, 1893, No 8736, &c and Patents, Designs, &c Acts appl of peturs Franz, Fritzche & Co from order of Mr Justice Cozens-Hardy, dated Aug 3, 1899 (security ordered March 14, 1900) Aug 30

1900.

Tebb v Cave appl of debt from order of Mr Justice Buckley, dated Feb 15, 1900 (security ordered) April 5  
In re The New Zealand Midland Railway Co ld Smith (on behalf, &c) v Lubbock appl of The Industrial and General Trust ld from order of Mr Justice Kekewich, dated April 6, 1900 May 24  
Quartermaine v Kent, Sussex & General Land Soc appl of plttf from order of Mr Justice Cozens-Hardy, dated Aug 11, 1900 Aug 16  
Holly v Rumsey Green v Rumsey appl of plttf J C Holly & debt E S Holly from order of Mr Justice Kekewich, dated July 5, 1900 (s o for Judge's Certificate that he does not require any further argument) Aug 16  
In re the Co's Acts, 1862 to 1890, and In re Lilly & Lilly ld appl of Arthur Mead from order of Mr Justice Wright, dated Nov 3, 1900 pt hd Nov 12  
Shaw v Johnson, Cole, Brier & Cordrey ld appl of debt Co from order of Mr Justice Cozens-Hardy, dated July 24, 1900 Sept 7  
Lyell v Broderick appl of debt from order of Mr Justice Cozens-Hardy, dated July 6, 1900 Oct 10  
Collicott v South Staffordshire Mines Drainage Commrs appl of debt from order of Mr Justice Kekewich, dated Aug 5, 1896 (restored by order, Aug 1, 1900) (Nov 2, 1896)  
In re Gore Booth, dec Gore Booth v Gore Booth appl of plttf from order of Mr Justice Kekewich, dated July 27, 1900 (s o by order Feb 28, 1901) Nov 1  
Smith v Kerr appl of debt G Booth from order of Mr Justice Cozens-Hardy, dated June 19, 1900 Nov 16  
In re Trustee Act, 1893, and the Trustee Relief Act and In re Henry Lawrence, dec appl of Elizabeth Lawrence (executrix of Charles Bowden Lawrence, dec) from order of Mr Justice Byrne, dated Nov 23, 1900 (produce order—security ordered) Dec 6  
In re The Companies Acts, 1862 to 1893, and In re The Stray Shot and Excelsior Gold Mines, ld appl of W. J. Beadley from order of Mr Justice Wright, dated Nov 29, 1900 Dec 10  
In re Ball Ball v Ball appl of T Evans & A N Evans from order of Mr Justice Cozens-Hardy, dated Nov 27, 1900 Dec 10  
Neaverson v Rural District Council of Peterborough appl of plttf from order of Mr Justice Cozens-Hardy, dated Nov 10, 1900 Dec 14  
In re H Schmarr, &c, and Land Clauses Consolidation Acts & London County Council (Impt) Act, 1897 appl of London County Council from order of Mr Byrne, dated Dec 11, 1900 Dec 21

1901.

Chapman v Browne appl of debt from order of Mr Justice Cozens-Hardy, dated Aug 11, 1900 Feb 4  
Hunt v Luck appl of plttf from order of Mr Justice Farwell, dated Oct 30, 1900 Feb 7  
In re Fowler Murray v Roeder appl of debt from order of Mr Justice Farwell, dated Feb 8, 1901 Feb 13  
Hellyer v Archer Burton appl of debt Henry Gibbon from order of Mr Justice Buckley, dated Nov 23, 1900 (s o not before Jan 13) Feb 15  
In re Bullen Muspratt Williams v Howe appl of debt J N Bullen from order of Mr Justice Cozens-Hardy, dated Jan 17, 1901 Feb 23  
Diprose v Belgravia Hotels Co ld appl of plttf from order of Mr Justice Joyce, dated Nov 27, 1900 Feb 27  
In re The Co's Acts, 1862 to 1893, and In re The British Drying Co ld appl of G H Stutfield from order of Mr Justice Wright, dated Jan 18, 1901 part heard  
In re An Arbitration between George Bell & The Mayor, &c, of Totnes and the Arbitration Act, 1889 appl of G Bell from order of Mr Justice Farwell, dated Feb 8, 1901 March 2  
Jacobs (trading, &c) v Morris & Morris Morris & Morris v Jacobs (trading, &c) appl of debts Morris & Morris from order of Mr Justice Farwell, dated Dec 13, 1900 March 2  
In re The Patents, Designs, &c Acts, 1883 to 1888, and In re the Application of Pomril ld, No 230,744 appl of Applicants from order of Mr Justice Joyce, dated Feb 19, 1901 March 5  
Capes v Daiton appl of plttf M W Barker from order of Mr Justice Farwell, dated March 4, 1901 March 7  
Crofts v J H Dickson & Co ld appl of debts from order of Mr Justice Kekewich, dated Feb 20, 1901 March 7  
In re Harris Harris v Hyman appl of debt Sarah Jacobi from order of Mr Justice Farwell, dated Feb 22, 1901 (s o Jan 24) March 8  
Deverges v Sandeman, Clarke & Co appl of plttf from order of Mr Justice Farwell, dated Nov 15, 1900 March 12  
In re Handman & Wilcox & V & P Act, 1874 appl of C Handman from order of Mr Justice Buckley, dated Feb 8, 1901 March 13  
Driscoll v Boyton appl of plttf from order of Mr Justice Kekewich, dated Feb 28, 1901 March 14  
Plymouth and Dartmoor Ry Co v The Great Western Ry Co appl of debts from order of Mr Justice Kekewich, dated Feb 7, 1901 March 15  
In re The Companies Acts, 1862 to 1890 and In re The General Investors' Syndicate ld appl of Ellis Parr and ors from order of Mr Justice Cozens-Hardy, for Mr Justice Wright, dated Feb 20, 1901 (s o till legal representative appointed) March 18

## FROM THE KING'S BENCH DIVISION.

For Hearing.  
(Final List.)

1899.

Rowlands (applt) v Miller (respt) Crown side appl of respt from judgt of of Justices Lawrance & Channell, dated Feb 17, 1899 (security ordered) March 3

1900.

Short v Foss appl of debt from judgt of Mr Justice Lawrance, dated Oct 28, 1899, without a jury, Middlesex (security ordered) Jan 27  
Kerin (widow) & ors v Weston appl of plttf from judgt of Mr Justice Phillimore, dated March 16, 1900 (security ordered) June 16  
McGrath v Elder, Dempster & Co appl of plttf from judgt of The Judge of the Court of Passage (Liverpool), dated July 11, 1900 (security ordered) Aug 1  
Campion & Co v Valentine Extract Co ld & ors appl of plttfs from judgt of Mr Justice Darling, dated July 21, 1900, without jury, Middlesex Oct 25  
W Montgomery & Co v The Indemnity Mutual Marine, &c, ld appl of debts from judgment of Mr Justice Mathew, dated Nov 9, 1900, without jury, Middlesex Nov 27  
Holland & Co ld v Sarah Jean Langdale appl of debt from judgt of Mr Justice Darling, dated Nov 5, 1900, without jury, Middlesex Nov 30  
Saunders v White & Samuel (Thomas Biggs, clmt) (Crown Side) appl of clmt from judgt of the Lord Chief Justice and Mr Justice Kennedy, dated Nov 21, 1900 Nov 30  
Richard Yates v William Francis Terry (Crown Side) appl of plttf from judgt of Justices Lawrance and Kennedy, dated Oct 31, 1900 Dec 1  
The Great Western Ry Co v The Metropolitan Ry Co (Railway and Canal Commission) appl of debts The Metropolitan Ry Co from judgt of Mr Justice Wright, Sir F. Peel, and Viscount Cobham, dated Nov 21, 1900 Dec 4  
La Société Anonyme L'Industrielle Russo-Belge v H Scholefield & Son appl of plttfs from judgt of Mr Justice Mathew, dated Nov 23, 1900, without a jury, Middlesex Dec 4  
Guthrie & ors v North China Insce Co ld appl of debts from judgt of Mr Justice Mathew, dated Nov 23, 1900, without a jury, Middlesex Dec 6  
Hobbs & Son v Turner appl of debt from judgt of Mr Justice Kennedy, dated Nov 24, 1900, without jury, Middlesex Dec 10  
A & A Crompton & Co ld v The Lancashire and Yorkshire Ry Co (Railway & Canal Commission) appl of debts from judgt of Mr Justice Wright, Sir F. Peel, and Viscount Cobham, dated Nov 8, 1900 Dec 17  
Morgan, Wakley & Co v Powley, Thomas & Co appl of debt from judgt of Mr Justice Mathew, dated Nov 30, 1900, without a jury, Middlesex Dec 17  
Eagle Bot v Masham appl of plttf from judgt of Mr Justice Mathew, dated Dec 12, 1900, without a jury (Commercial List), Middlesex Dec 21  
Cathcart v Jacobs appl of plttf from judgt of Mr Justice Day, dated Dec 17, 1900, without jury, Middlesex Dec 28

1901.

The Power Die Printing Syndicate ld v Johnston appl of plttfs from judgt of Mr Justice Mathew, dated Dec 20, 1900, without a jury, Middlesex Jan 4  
Richelmann & anr v Verner appl of plttf from judgt of Mr Justice Mathew, dated Nov 7, 1900, without a jury, Middlesex Jan 22  
Leach v Arber appl of debt from judgt of Mr Justice Bigham, dated Jan 14, 1901, without a jury, Middlesex Jan 24  
Doyle & anr v Coles (by original action) Coles v Doyle & ors appl of Thomas E Coles, debt in counterclaim, from judgt of Mr Justice Grantham, dated Oct 25, 1900, without a jury, Middlesex (s.o. not before Jan 31, 1902) Jan 29  
Ellis v Watson appl of plttf from order of Mr Justice Channell, dated Jan 19, 1901, without a jury, Middlesex Feb 1  
Salisbury Jones v The Joint Stock Institute ld & anr appl of debt Bottomley from order of Mr Justice Ridley, dated Dec 19, 1900, without a jury, Middlesex Feb 1  
Holdsworth v Richardson & Salmon appl of debts from order of Mr Justice Mathew, dated Jan 28, 1901, without a jury, Middlesex Feb 4  
Collins v The Law Guarantee & Trust Soc ld appl of debts from judgt of Mr Justice Kennedy, dated Feb 5, 1901, without a jury, Middlesex Feb 7  
The Mayor of Blackburn v Sanderson & ors appl of plttfs from order of Mr Justice Mathew, dated Dec 19, 1900, without a jury, Middlesex Feb 7  
Cudlip v Finlinton appl of debt from judgt of Mr Justice Day, dated Jan 28, 1901, without a jury, Taunton Feb 7  
Lane v Elliott Bros appl of debts from judgt of Mr Justice Ridley, dated Jan 17, 1901, without a jury, Middlesex Feb 9  
The Harburg India-Rubber Comb Co & Ferdinand Winter v Martin Brown appl of debt from judgt of Mr Justice Mathew, dated Jan 28, 1901, with a special jury, Middlesex Feb 9  
Radford v Delmege appl of plttf from judgt of The Lord Chief Justice, dated Dec 18, 1901, without a jury, Middlesex Feb 11  
The Northfleet Coal & Ballast Co ld v The Tower Portland Cement Co ld and George Butchard appl of debt and George Butchard's executors from judgt of Mr Justice Ridley, dated Feb 1, 1901, without a jury, Middlesex Feb 12  
Sawrey v Vercoe appl of plttf from judgt of Mr Justice Bigham, dated Nov 29, 1900, without a jury, Middlesex Feb 18  
Repetto v Friary Steam Ship Co ld appl of debts from judgt of Mr Justice Mathew, dated Feb 15, 1901, without a jury, Middlesex (further evidence to be asked for at hearing of the appl, by order, March 4, 1901) Feb 22

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

HILARY SITTINGS, 1902.

## Notices relating to the Chancery Cause List.

Motions, petitions, and short causes will be taken on the days stated in the Hilary Sittings Paper.

Mr. Justice KEKEWICH will take his business as announced in the Hilary Sittings Paper.

Mr. Justice BYRNE will take his business as announced in the Hilary Sittings Paper. Companies (Winding up) business will be taken by Mr. Justice Byrne on Thursdays during the Sittings.

Mr. Justice FARWELL.—Except when other business is advertised in the Daily Cause List, Mr. Justice Farwell will take actions with witnesses daily throughout the Sittings.

Mr. Justice BUCKLEY.—Except when other business is advertised in the Daily Cause List, Mr. Justice Buckley will take actions with witnesses daily throughout the Sittings, to the exclusion of other business.

Mr. Justice JOYCE.—Except when other business is announced in the Daily Cause List, Mr. Justice Joyce will take actions with witnesses daily throughout the Sittings.

Mr. Justice SWINFEN EADY will take his business as announced in the Hilary Sittings Paper. Mr. Justice Swinfen Eady will take Liverpool and Manchester business as follows: 1. Motions, Short Causes, Petitions, and Adjudged Summons on every other Saturday, commencing with Saturday, January 18th. 2. Summons in Chambers will be taken on every other Saturday, commencing with Saturday, January 18th.

Summons before the Judge in Chambers.—Justices Kekewich, Byrne and Swinfen Eady will sit in court the whole day on every Monday during the Sittings to hear Chamber Summons.

Summons adjourned into court will be taken as follows: Mr. Justice Kekewich as stated in the Daily Cause List; Mr. Justice Byrne, with non-witness actions; Mr. Justice Swinfen Eady, with non-witness actions.

## Special Notice with Reference to the Chancery Witness Lists.

During the Hilary Sittings the judges will sit for the disposal of witness actions as follows:—

Mr. Justice Kekewich will take his retained witness list and any other cases with witnesses which it is convenient for Mr. Justice Kekewich to try on days to be announced in the Daily Cause List.

Mr. Justice Byrne will take his retained witness list on a day to be announced.

Mr. Justice Farwell will take his witness actions as announced above.

Mr. Justice Buckley will take witness actions as announced above.

Mr. Justice Joyce will take his witness actions as announced above.

Mr. Justice Swinfen Eady will take his retained witness actions on days to be announced in the Daily Cause List.

## Chancery Causes for Trial or Hearing.

(Set down to December 24, 1901.)

Before Mr. Justice KEKEWICH.  
Retained by order.  
Causes for Trial (with Witnesses).  
Springate v Deans act  
Lord Stanley of Alderley v Bottomley act  
Findlater, Mackie, Todd & Co v H Newman & Co act  
Hole v Rawlings act  
O'Brien v O'Brien act  
Horner v Gosney act  
Willatt v Walker act  
In re Mort Mort v Siddley act  
Cavendish v Lake act  
Wynn v Tottenham act  
Mercer's Co v British Automobile Commercial Syndicate Ltd act  
Ashwell v Aynsley act  
Malam v Critchley act

Cause for Trial (without Witnesses).  
Courtenay's Worcestershire Sauce Syndicate Ltd v Courtenay act for trial restored to Non-Witness List

Adjourned Summonses.  
Badham v Williams adjd summs (Jan 14)  
In re Scott Scott v Langton adjd summs Jan 14  
In re Mexborough Neville v Baring adjd summs  
Mac Intyre v Mac Intyre (with witnesses) adjd summs  
In re Haslam & Hier Evans, &c, solrs (to review taxation) adjd summs  
In re James Thomas v James adjd summs

In re Brown Brooke v Wilson adjd summs  
In re Mare Mare v Howley adjd summs  
In re Nowill Nowill v Nowill adjd summs  
In re Talbot Crosbie Pattison v Talbot Crosbie adjd summs  
In re Osborne & Wright & V & P Acts, 1874 adjd summs  
Watson v Mayor, &c of Cardiff two adjd summs  
In re Stacey Clarke v Oliver adjd summs  
In re Leslie's Settled Estates & Settled Lands Acts, 1882 to 1890 adjd summs  
In re Neave Callow v Neave adjd summs  
In re Gardner Earle v Edwards adjd summs  
In re Jackson Beckwick v Jackson adjd summs  
In re Frith Newton v Rolfe adjd summs  
In re Bradshaw Bradshaw v Bradshaw adjd summs  
In re Joyce Joyce v Jones adjd summs  
In re Barber Indermaur v Barber adjd summs  
In re Drake Drake v Drake adjd summs  
In re Lennard & Burgess and V & P Act, 1874 adjd summs  
In re Walton Cooke v Arnold adjd summs  
In re More Evans v More adjd summs  
In re Lay Evan v Lay adjd summs

In re Scott Scott v Green adjd summs  
In re Hill Sturges v Hill adjd summs  
In re Alexander Alexander v Shuter adjd summs  
In re Sharp Pearson v Booth adjd summs  
In re Johnson Davies v Johnson adjd summs  
In re Milling, one, &c (taxation) adjd summs  
Reunison v Kenyon adjd summs  
In re Green & Coventry Corpn adjd summs  
In re Howgate & Osborn and V & P Act, 1874 adjd summs  
In re Waring, the elder Waring v Cooper adjd summs  
Falkner v Nelson & Co adjd summs  
In re Hall Davenport v Smith adjd summs  
In re Owen Hunt v Owen adjd summs  
In re Earle's Shipbuilding & Engineering Co Ltd Barclay & Co v The Company adjd summs  
In re O Davis Fuerst v Irwell adjd summs  
In re The Bolton Estates Act, 1863 adjd summs  
In re Barry Bartholomew v Berry adjd summs  
In re Polson Smythe v Polson adjd summs  
In re Newman Burns v Newman adjd summs  
In re Davidson Davidson v Davidson adjd summs  
In re The Anglo-Argentine Tramways Co Trust Corbett v The Company adjd summs  
In re Warneford Warneford v Hanbury adjd summs  
Yates v Benney adjd summs  
In re Parkin Fisher v Parkin adjd summs  
In re Coulton & Co Ltd & Co's Act, 1890 adjd summs  
In re Chisholm Goddard v Brodie adjd summs  
In re Harland Harland v Harland adjd summs  
In re Bishop's Castle Ry Co and Ry Co's Act, 1867 adjd summs  
In re Mildred Mildred v Mildred adjd summs

Further Considerations.  
Mason v Kays fur con (reserved by order of Court of Appeal, dated Jan 28, 1898)  
In re Field Loveday v Greatrex fur con

Before Mr. Justice BYRNE.  
Standing for Judgment.  
Birmingham Pneumatic Tyre Co Syndicate Ltd v The Reliance Tyre Co act

Retained by Order.  
Adjourned Summonses.  
In re T S Scott Normanton v Priestley adjd summs pt hd (restored Dec 16)  
In re Elliott Haggie v de Lalley m f j & adjd summs pt hd (s.o.)  
In re Curry's Estate Thompson v Catnach adjd summs pt hd  
In re Aldam's Settled Estate and The Settled Land Act, 1882 to 1890 to be re-argued on one point (by order) adjd summs

Witness Action.  
Lord Radnor v Gordon Hotels

Petitions.  
Montefiore v Guedalla  
In re Little Smith v Aldridge (restored Dec 17)

Further Considerations.  
In re Taylor Robotham v Taylor fur con  
In re Port Lord Tredegar v Lys fur con  
In re Wright & Co of Southwark Ltd Garnham v Wright & Co of Southwark fur con

Causes for Trial Without Witnesses and Adjourned Summonses.  
In re Weston Bartholomew v Menzies adjd summs  
In re C J W Rabbits Rabbits v Rabbits adjd summs  
In re Edward Curtice Curtice v Curtice adjd summs (s.o. Feb)  
In re G Livens Livens v Livens & ors adjd summs  
In re Peacock Peacock v Dym adjd summs  
In re Dyer Dyer v Dyer adjd summs  
In re Davis Hannen v Hillen adjd summs  
In re Cooling Knowles v Cooling adjd summs  
In re Westworth Wentworth v Wentworth adjd summs  
In re Ferguson's Will Trusts and the Trustee Act, 1893 adjd summs  
In re J Pearce Robinson v Russell adjd summs  
In re Thomas Thomas v Thomas adjd summs  
In re Park Cole v Park adjd summs  
In re WS Flske, a solr, &c adjd summs

Companies (Winding-up).  
Petitions.  
Lucia Silver Mines Ltd (petn of Frank Jackson & Co)  
Consolidated Exploration & Finance Co Ltd (petn of Official Receiver)  
Light Railways Syndicate Ltd (petn of L D Nicholl)  
Associated Rhodesian Gold Estate Ltd (petn of Hammond's Matabele Gold Mines Development Ltd by its Liquidator)  
King & Mortimer Ltd (petn of Godfree, Felton & Co)  
Charles Bright & Co Ltd (petn of Bright's Light and Power Ltd)  
Schoffeld, Hagerup & Doughty Ltd (petn of H Farber)  
Gold Reefs of West Africa Ltd (petn of W A P Syndicate Ltd)  
James W Tubby Ltd (petn of Fiddie, Todd & Corry Ltd)  
Gresham Discount Syndicate Ltd (petn of London Banking Corporation Ltd)  
Venner's Cigarette Machine Co Ltd (petn of G S Howell)  
Cobeldick Dredge No 1 Co Ltd (petn of J Cobeldick)

Chancery Division.  
Nitrates Provision Supply Co Ltd & reduced (petn of Company)  
Vizcaya Santander Mining Co Ltd & reduced (petn of Company)  
Lowestoft and East Coast Ice Manufacturing Co Ltd & reduced (petn of Company)  
Oak Extract Co Ltd & reduced (petn of Company)  
Midland Ry Carriage & Wagon Co Ltd (petn of Company)  
Tank Storage & Carriage Co Ltd (petn of Company)  
Kodak Ltd & reduced (petition of Company & anr)

Companies (Winding-up).  
Motions.  
Lilly & Lilly Ltd (for leave to issue writ of attachment against Messrs Mottram's Brewery Ltd (for payment into Co's Liquidation account)



**Birthday Amalgamated of Western Australia** ld (for removal of Liquidator)  
Same (to extend time for making award in arbitn between the Co & E R Smith, &c)  
**Paterson, Laing, & Bruce** ld (for removal of liquidator)

**Court Summonses.**

**Hammond's Matabele Gold Mines Development** ld (for misfeasance—witnesses)  
**Sunlight Incandescent Gas Lamp** Co ld (to fix Liquidator's remuneration, &c)  
**London & Northern Bank** ld (as to validity of issue of preference shares—witnesses)  
**Abrahams & Co** ld (for relief under Co's Act of 1900 as to extension of time for registration of debentures, &c)  
**South-Western of Venezuela (Barquisimeto)** Ry Co, ld (on claim of D Cornfoot & ors)  
**Argentine Borax Co**, ld (to vary list of contributories—Arbuthnot & ors—witnesses)  
**Mineral Oils Corp'n** ld (as to dealing with oil in co's tank at Silverton)  
**Finwick, Stobart, & Co**, ld (on claim of Deep Sea Fishery Co, ld—witnesses)  
**Lady Forrest (Murchison)** Gold Mine ld (for misfeasance)  
**London & Westminster Properties** ld (on claims of Montague & ore)  
**Warwick's Revolving Towers** Co ld (to discharge order giving liberty to commence action against the company, &c)  
**Monotype Machines (British Patents)** Syndicate ld (on claim of T & A Constable)  
**Anglo-Swedish Steel Tube Co** ld (on claim of E H Seddon—witnesses)

Before Mr. Justice FARWELL.  
Retained by order.

**Motions.**

**Dowle v Harrod's Stores**  
**Brown v Same**  
**Hammond v Zalinoff**  
**Mort v Mort**  
**Real Estates Corp'n v Jenkins**  
**Wales v Fairbairn**  
**In re Tomlinson Norman v Martin**  
**In re a Solicitor Edmonds v A Solicitor**  
**Hawkins v Newport Brewery Co**  
**In re Morgan & Bentley's Contract Lanyon v Isitt**  
**In re Ansell's Brewery Dean & Chapter of Chester v Smelting Corp'n**  
**Bentley v Morgan's Contract**

**Petition.**

**In re Selot's Trusts**

**Adjourned Summonses.**

**In re Gibson Gibson v Bush** pt hd  
**Whitwell v Yeo** pt hd  
**F— v F—** (in camera)  
**In re Bruce Nicholl v Stephens**  
**In re Whitmore Prescott v Harrison**  
**Peckham v Hodgson**

**Liverpool District Registry.**  
**Court v Dubowski**  
**In re Pryce Davies v Beddow's** pt hd

**Causes for Trial (with Witnesses).**  
**Burgoyne v Biggleswade Rural District Council** act (retained, pleadings to be delivered)  
**Llewelyn v Lord Swansea** act (retained)  
**Cruce v Marks** act pt hd (s.o., retained)

**In re Deighton's Patent**, No 15,670 of 1896 petn entered in witness list (apply to fix a day)  
**In re Morrison's Patent**, No 4806 of 1890, &c petn entered in Witness List (apply to fix a day)

**Jackson v Ianson** act  
**Burnside v Burnside** act (so until return of commission)  
**The American Steel & Wire Co v Glover & Co**, ld act  
**The Same v Felten & Guillaume**, &c act  
**Glover & Co**, ld v **The American Steel & Wire Co**, ld act  
**De Falbe v Harger Taylor v Harger** act

**In re Barber Dunn v Barber** act (not before Feb 12)  
**Hancock v Dowse** act (pltf dead)  
**Madero v Clark** act (pltf dead)  
**Davis v Hilton** act (not before Feb 20, if agreed to) produce consent

**Hitchcock v Adamson & Co** act (pleadings to be delivered)  
**The Automobile Manufacturing Co** ld v **Jordan** act (pleadings to be delivered)  
**Young v Star Omnibus Co** ld act  
**Hardy v Lambert** act  
**Henley v Higgins** act

**Chalmers v Clay & Walmsley** act  
**In re Jameson Patent**, No 15,212 of 1894 petn (s o 7 days after particulars delivered and security given)  
**North v Akeroyd** act  
**Ley v Bagot** act

**In re Brown Keats v Seward** act  
**Evans v Porter** act  
**In re Davenport Palairt v Davenport** act  
**Parker v W F Stanley & Co** ld act  
**In re James Lewis & Son** ld **Hedgecock v J Lewis & Son** ld m f j  
**In re Same Vicars v Same** act to be tried together

**Attorney-General v Hardcastle** act  
**Saccharin Corp'n** ld v **Dawson** (1901—S.—3,455) act  
**Same v Dawson** (1899—S.—3,257) act

**Yates v Rippin** act (transferred from Byrne, J)  
**Brooke v Reeves** act  
**George Wilson & Co, Leicester**, ld v **Wilson** act

Before Mr. Justice BUCKLEY.  
Retained by Order.

**Motion.**

**Chichester v Clarke** (Friday, Jan 17)

**Petitions**

**In re The Carlisle Carriage Co** ld & Co's Acts (s o Jan 18)  
**In re The Transvaal Estates & Development Co** ld and Co's Acts (s o Jan 11)

**Adjourned Summonses.**

**In re Gurney Gurney v Gurney** (s o till after report)  
**In re Trenchard Trenchard v Trenchard** (s o to add parties)  
**In re John Dunstan Pryor v Bapton** (s o to add parties)

**Causes for Trial (with Witnesses).**  
**Fitzgerald v Fitzgerald** motn treated as trial of act  
**Fitzgerald v Fitzgerald** motn treated as trial of act  
**Ackerman v Smallpiece** act (s o)  
**In re Brown Brown v Brown** act (s o till after Probate act disposed of)

**International Bank of London v Rio de Janeiro Flour Mills** act (stayed until depositions filed)  
**Adler v Joel** act (stayed till 10 days after return of commission)

**Sach v Cottrell** act (stayed until return of commission)  
**The Welsbach Incandescent Lamp Co**, ld v **Standard Incandescent Gas Light Co**, ld act (stayed until return of commission)

**Dole v Bobbett** act  
**Grainger v Halford** act & m f j (pleadings to be delivered)  
**Clarke v Mayor, &c, of Devonport** act (without pleadings) restored  
**Patent Exploration Co**, ld v **Siemens, Bros, & Co**, ld act

**Attorney-Gen v Blyth Shipbuilding Co**, ld act  
**In re The Guardianship of Infants Act, 1886, and In the Matter of Annie Davey Whitworth**, an infant (petn entered in Witness List, by order Dec 14, 1901)

**Baines v Pearson** act  
**MacRae v Lane** act  
**Hill v Rothschild** act  
**Meyer v Green** act  
**Blackshaw v York City & County Banking Co**, ld act

**The Acetylene Illuminating Co**, ld v **The United Alkali Co**, ld act  
**Fenn v Waller** act  
**Clark v Hopkins** act  
**Pollard & Metcalfe**, ld v **Silsden Urban District Council** act

**Hoffnung v Hyde Park Court** ld action  
**Baillie v Davies** action  
**Whittingham v Fyers** action

Before Mr. Justice JORCE.  
Retained by Order.

**Causes for Trial (without Witnesses and Adjourned Summonses).**  
**Citizen Property Co v Mills** pt hd (Jan 11)

**In re Benjamin Neville v Benjamin Martin v Winby** (s o generally)  
**Same v Same**  
**In re Waddilore Clarke v Waddilore**

**In re Leney Leney v Thompson** (Jan 13, 2nd in list)  
**In re Roberts Percival v Roberts** (s o generally)

**In re Waddilore Clarke v Waddilore**  
**Grove v Portal**  
**In re Gould Woodruff v Gould**

**In re Crace Balfour v Crace** point of law (set down by order)  
**Johnstone Die Press Co** ld v **The Linotype Co** ld motn (Jan 13)  
**Beynon v Beynon** fur con (short) for Jan 11

**Causes for Trial (with Witnesses).**  
**Perkins v Vorwerk** act pt hd (restored)

**Attorney-Gen v Birmingham, Tame & Rea District Drainage Board** act  
**Harrison v Gracie** act & counter-claim (pltf bankrupt)

**Batey & Co** ld v **James King & Co** ld act (pleadings to be delivered)  
**Madocks v Clark** act

**Fortin v A E Sowerbutts & Co** act (s o until return of Commission)  
**Broome v Ashmore** act  
**Belleville & Co v Mandelay, Sons & Field** ld act

**Rowe v Huckleby** act  
**The British Mannesmann Tube Co** ld v **Perrins** ld act (not before Feb 3)

**Hounsell v Dunning** act  
**In re Garsed Garsed v Garsed** act (not before Feb 27)

**In re Letters Patent**, No 13,699 of the year 1900, granted to D Klaber and Patents, &c, Acts petn entered in Witness List (first day of witness action)  
**Jubber v Jubber** act

**Hansons ld v Chambers** act  
**Mayor, &c, of Devonport v Toser & Son** act  
**Champion, Sons & Hart v Marshall** act (not until 3 weeks after delivery of points of defence)

**Hall Caine v Hickie** act  
**Wilkinson v Mayor, &c of Newcastle** act  
**Avery & Wolmerson v Lewis** act without pleadings

**Baker v Moss** act  
**In re Billings' Patent**, No 18,386 of 1900 petn entered in Witness List (not before Feb 1)  
**In re Nelder Nelder v Pearce** act (not before Feb 2)

**In re Saunders Saunders v Mee** act & m f j  
**Thompson v Adams** act  
**Keating v Copley** act  
**Britton v Pontifex** act  
**Eeles v McMullen** act

**In re Charles Cassell & Co's** Application for Registration of a Trade Mark adjd sums entered in Witness List, Dec 18, 1901

**McConnell v Wright** act  
**Sutherland v Halifax Commercial Banking Co**, ld act  
**Tuley v Bramley** act (Halifax DR)

**Lewis v Warren** act  
**Great Western Railway Ry Co v Trerice China Clay Co**, ld motn (day to be fixed)  
**Walker v Greenham** act  
**Treatt v Samuelson** act (Jan 14)  
**Wood v Church of England High School for Girls** act

**In re Coppen Lazel v Dingle** act

Before Mr. Justice SWINTON EADY.  
Retained by order.

**Causes for Trial (with Witnesses).**  
**Brooke v Manchester Ship Canal act**  
**Hart v Charlier** act  
**Land Securities Co v Commercial Gas Co** act

**Morgan v Ellis** act  
**Hartley v Marquis of Ailesbury** act  
**In re Harman Harman v Gunter** act  
**Radcliffe v Price** act

**Causes for Trial (without Witnesses and Adjourned Summonses).**  
**In re Burley Tanfield v Burley** adjd sums (restored)

**In re Smith Smith v Smith** adjd sums  
**In re Holroyde Holyroyde v Walker** adjd sums

**In re Jones Colecutt v Barnardo** adjd sums  
**In re Hill Hill v Hill** adjd sums  
**In re Murgatroyd Murgatroyd v Murgatroyd** adjd sums

**In re Allan Havelock v Havelock** adjd sums  
**In re Ingram Ingram v Ingram** adjd sums  
**In re Holmes Holmes v Mallinson** adjd sums

**In re Shepherd Shepherd v Dyer** adjd sums  
**In re Beadmore Muntz v Muntz** adjd sums  
**Krause v Holbrooks** ld adjd sums

**In re Birkenshaw Webster v Robinson** adjd sums  
**Isaacs v Isaacs** adjd sums  
**In re Fisher Allan v Fisher** adjd sums

**In re Sidney Murphy v Wiggin** adjd sums  
**In re Allum Claydon v Allum** adjd sums  
**In re Merryweather Merryweather v Smith** adjd sums  
**In re Congreve Brown v Congreve** adjd sums

In re Charles Charles v Charles  
adjd sums  
In re Oppenheimer Oppenheimer v  
Oppenheimer adjd sums  
In re Norris, &c two adjd sums  
Fraser v McLaren Steel v Fraser  
adjd sums  
In re Newton Newton v Newton  
adjd sums  
In re Rowland Jones v Rowland  
adjd sums  
In re Leamon Leamon v Read  
adjd sums  
In re John Byatt v Ingle adjd  
sums  
In re Wrightson Cooke v Wright-  
son adjd sums  
Gerard Leigh v Leigh adjd sums  
Davies v Davies two adjd sums  
In re Chivers & Jordan and V & P  
Act, 1874 adjd sums  
In re Peacock Kelcey v Harrison  
adjd sums  
In re Walker Duncombe v Walker  
adjd sums  
In re Collins Collins v Collins  
adjd sums  
Butlin v Hall-Wright adjd sums  
In re Heaton (expte Keighley  
Borough Corp) adjd sums  
In re Same (expte Keighley Water  
Works Extension) adjd sums  
In re Taylor Clarke v Ward adjd  
sums  
In re Bracewell & Saipie & V & P  
Act, 1874 adjd sums  
In re Way Ellis v Way adjd  
sums

In re Trentham Trentham v Webb  
adjd sums  
The Reversionary Interest Soc ld v  
Money adjd sums  
Same v Gipps adjd sums  
Whitfield v Bradshaw act  
In re Jones Jones v Jones adjd  
sums  
In re Seymour Ferrers v Carpenter  
adjd sums  
In re Leigh Prescott v Elliott  
further hearing of adjd sums  
In re The Trustees of Stanhope  
Town Hall & Durham County  
Council & V & P Act, 1874 adjd  
sums  
In re North North v North adjd  
sums  
Andrews v Smith m f j  
Palmer v The Grand Junction  
Water Works Co special case

#### Further Considerations.

In re Harvey Harvey v Harvey  
fur con (not before Jan 28)  
In re Hutchinson Campbell v  
Clanchy fur con & sums to  
vary (restored)  
In re Bucknall Tolhurst v Bank of  
Australasia fur con & two adjd  
sums  
Gardiner v Walls fur con  
In re Appleby Graham v Day fur  
con (restored)  
Spooner v Burton fur con (adjd  
from Chambers and adjd sums)  
In re Holford Jeffreys v Holford  
Holford v Holford fur con  
Richmond v Parker fur con

### HIGH COURT OF JUSTICE—KING'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS, 1902.

A to F.—Mondays, Wednesdays, Fridays, Master Day; Tuesdays,  
Thursdays, Saturdays, Master Lord Dunboyne.  
G to N.—Mondays, Wednesdays, Fridays, Master Macdonell;  
Tuesdays, Thursdays, Saturdays, Master Chitty.  
O to Z.—Mondays, Wednesdays, Fridays, Master Archibald; Tuesdays,  
Thursdays, Saturdays, Master

### THE PROPERTY MART.

#### SALES OF THE ENSUING WEEK.

Jan. 15.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Freehold Building  
Estate at Iford. Solicitor, J. S. Tyler, Esq., London and Iford. (See advertisement  
this week, back page.)

Jan. 16.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2:—  
REVERSIONS.

To One-sixth of One-fourth and to One-seventh of One-fourth of a Trust Fund,  
value £12,455, in Foreign Stocks; gentleman aged 66. Solicitors, Messrs.  
Hollams, Sons, Coward & Hawkeney, London.  
To One-twelfth of a Trust Estate, value £21,000, in Railway and Colonial Stocks;  
lady aged 75. Solicitors Messrs. Hooper & Wollen, Torquay.  
To a Trust Estate, value £17,774, in British and American Railway Stocks; lady  
aged 57. Solicitor, T. Lamartine Yates, Esq., London.  
To £1,145 in India 3 per Cent. Stock and to Freehold Property in Devonshire,  
producing £344 per annum; gentleman aged 59 and his wife aged 55.  
Solicitors, Messrs. Radcliffe, Cator, & Hood, London.  
To One-third of Freehold Estate at East Grinstead; lady aged 62. Solicitors,  
Messrs. Radford & Frankland, London.  
To One-third of a Trust Estate, value £10,500, in India Railway Stocks; lady  
aged 50, provided gentleman aged 28 survive her. Solicitors, Messrs. Hunter  
& Haynes, London.

LIFE INTEREST of a lady aged 39, in a Trust Estate, producing £139 per annum,  
with policy. Solicitors, Messrs. Bate & Co., London.  
AN ANNUITY of £10; gentleman aged 46 with policy. Solicitor, D. Pennant James,  
Esq., Aberdeen.

POLICIES for £4,000, £1,000, £1,100, £500, £500, £500, £500. Solicitors, E. Elvy Robb,  
Esq., Tunbridge Wells, and Messrs. Tarry, Sherlock, & King, London.  
SHARES.—£9,000, fully paid. Solicitors, Fredk. Hutchinson Spiller, Esq., and  
Messrs. Rooper & Whately, London.  
(See advertisements, this week, back page.)

### WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 8,  
JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

GLOBE FUEL SYNDICATE, LIMITED.—Creditors are required, on or before Feb 12, to send  
their names and addresses, and the particulars of their debts and claims, to F. C.  
Lingard, 20, Finsbury Circus.

DE VAL BRAKE, LIMITED (IN LIQUIDATION).—Creditors are required to send in writing  
particulars of their claims to Thomas George Welch, at the office of William Brooks  
Palmer, 1, New Inn, on or before Feb 1.

EXPLORATION CO OF NORTH-EAST SIBERIA, LIMITED.—Creditors are required, on or  
before March 1, to send their names and addresses, and the particulars of their debts or  
claims, to Thomas Willerson, 3, Tokenhouse bldgs.

GOLD REEF OF WEST AFRICA, LIMITED.—Creditors are required, on or before Feb 3, to  
send their names and addresses, and the particulars of their debts or claims, to Henry

St. John Hodges, Finsbury House, Blomfield st. Mayo & Co, Drapers' gds, solers to  
liquidator

TURQUOISE SYNDICATE, LIMITED.—Creditors are required, on or before Jan 14, to send  
their names and addresses, and particulars of their debts or claims, to Herbert Arthur  
Grimsdick, 122, Victoria st.

VEHICULAR AND GENERAL INSURANCE CO, LIMITED (IN LIQUIDATION).—Creditors  
are required, on or before Feb 15, to send their names and addresses, and the particulars  
of their debts or claims, to John Alford Clarke, 11, Queen Victoria st. Bidea, Back-  
lebury, solers to liquidator

W. A. MILLARD & CO, LIMITED.—Petn for winding up, presented Dec 2, directed to be  
heard at the Court House, Albion pl, Leeds, Jan 13, at 11. Ford & Warren, 61, Albion  
st, Leeds, solers for petnrs. Notice of appearing must reach the above-named not  
later than 6 o'clock in the afternoon of Jan 11

WEYBRIDGE VILLAGE HALL CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or  
before Jan 31, to send their names and addresses, and the particulars of their debts or  
claims, to Septimus Johnson Du Crox, Oak Lawn, Weybridge. Hiffe & Co, Bedford  
row, solers for liquidator

London Gazette.—TUESDAY, JAN. 7.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

ANGLO-FRENCH PROCESS CO, LIMITED (VOLUNTARY LIQUIDATION).—Creditors are required,  
on or before Feb 28, to send their names and addresses, and the particulars of their  
debts or claims to Edward Woodall Oakley, 95 and 97, Finsbury pynt

BRIGHTON AQUARIUM CO, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required,  
on or before Feb 18, to send their names and addresses, and the particulars of their  
debts or claims, to the liquidators, at the Aquarium, Brighton. Eggar, Brighton,  
solers to liquidators

CARIBOO MINING SYNDICATE, LIMITED.—Creditors are required, on or before March 1, to  
send their names and addresses, and the particulars of their debts and claims, to Henry  
Malcolm Hubbard, 13 and 14, Abchurch ln

CENTRAL HARDWARE CO, LIMITED.—Creditors are required, on or before Friday, Jan 11,  
to send their names and addresses, and the particulars of their debts or claims, to  
Joseph Ashley, Bishop st, Coventry. Maddocks, Coventry, solers for the liquidator

CENTRAL HARDWARE CO, LIMITED.—Petn for winding up, presented Jan 3, directed to be  
heard at the County Hall, Coventry, on Tuesday, Jan 21, at 10 30. Walsall, Newhall  
st, Birmingham, solers for petnrs. Notice of appearing must reach the above-named  
not later than 6 o'clock in the afternoon of Jan 20

CIGAR MAKING MACHINE CO, LIMITED.—Creditors are required, on or before Feb 17, to  
send their names and addresses, and the particulars of their debts or claims, to  
William Robert Taylor Carr, Monument House, Monument sq. Robinson & Stansall,  
Eastcheap, solers for liquidator

COVENTRY TUBE AND METAL CO, LIMITED.—Creditors are required, on or before Jan 11,  
to send their names and addresses, and the particulars of their debts or claims, to  
Ernest Frank Peirson, 17, Hertford st, Coventry. Maddocks, Coventry, solers  
for liquidator

FORTUNA (HAIRAKI) GOLD MINES, LIMITED.—Creditors are required, on or before Feb 17,  
to send their names and addresses, and the particulars of their debts or claims, to  
Edwin Robert Tasman, 3, Laurence Pountney hill. Neish & Co, Watling st, solers  
to liquidator

FOURMINIER, HUNT, & CO, LIMITED.—Petn for winding up, presented Jan 3, directed to be  
heard at the Royal Courts on Thursday, Jan 16. Greenip & Co, 1 and 2, George st,  
Mansion House, solers for petnrs. Notice of appearing must reach the above-named  
not later than 6 o'clock in the afternoon of Jan 15

GLOUCESTER CITY AND COUNTY CYCLE CO, LIMITED (IN VOLUNTARY LIQUIDATION).—  
Creditors are required, on or before Feb 18 to send their names and addresses, and the  
particulars of their debts or claims, to William Dancy, 1, Barton st, Gloucester.  
Langley-Smith, Gloucester, solers to liquidator

JAMES SAUNDERS & CO, LIMITED.—Creditors are required, on or before Feb 10, to send  
their names and addresses, and the particulars of their debts or claims, to William  
Barday Peak, 3, Lotherby. Bedford & Co, Gt Tower st, solers for the company

J. W. CLOUGH, LIMITED.—Creditors are required, on or before Feb 18, to send their names  
and addresses, and the particulars of their debts or claims, to William Robertshaw,  
Keighley. Lister & Turner, Keighley, solers to the liquidator

LOWFIELD SPINNING CO, LIMITED.—Creditors are required, on or before Feb 15, to send  
their names and addresses, and the particulars of their debts or claims, to John Smith  
and Edmund Gabbutt Lamb, under cover to John Smith, Moorhouse, Milnrow, or  
Rochdale. Standing & Co, Rochdale, solers to liquidators

PITCAIRNS, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 14, to send  
their names and addresses, and the particulars of their debts or claims, to Mr. Richard  
Kerroy Clark, Hanley. Llewellyn & Son, Tunstall, solers for the liquidator

SPRATHEBY'S WELDLESS CHAINS, LIMITED.—Petn for winding up, presented Jan 3, directed  
to be heard at the Royal Courts on Thursday, Jan 16. Harrison & Davies, 30, Bedford  
row, solers for the petnrs. Notice of appearing must reach the above-named not later  
than 6 o'clock in the afternoon of Jan 15

THE AUSTRIAN ANTIMONY WORKS, LIMITED.—Creditors are required, on or before Feb 9,  
to send their names and addresses, and particulars of their debts or claims, to John  
Spitzer, Blomfield House, 85, London Wall

THE FRIARY STEAMSHIP CO, LIMITED.—Creditors are required, on or before Feb 14, to  
send their names and addresses, and the particulars of their debts or claims, to O. Bruce  
Cuvillie, Morel's bldgs, Cardiff. Moxon & Lean, Cardiff, solers for liquidator

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine JuJubes"  
always prove effective. They soften and clear the voice, and are invaluable  
all suffering from cough, soreness, or dryness of the throat. Sold only  
in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homo-  
pathic Chemists, London.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before  
purchasing or renting a house have the Sanitary Arrangements thoroughly  
Tested and Reported upon by an Expert from The Sanitary Engineering  
Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee  
quoted on receipt of full particulars. Established 25 years. Telegrams,  
"Sanitation." London. Telephone, "No. 316 Westminster."—[ADVT.]

### CREDITORS' NOTICES.

#### UNDER ESTATES IN CHANCERY.

##### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, DEC. 24.

MOORE, SAMUEL, King st, Covent Garden, Contractor Jan 9 Rylands & Sons v Moore,  
Farwell, J. Bannister, Basinghall st

MOORE, WILLIAM, West Coker, Somerset, Gentleman Feb 1 Moore v Moore, Buckley, J

MULLER, JOSEPH GORDON, Beckenham ln, Bromley Jan 31 Nash v Nash, Joyce, J  
Woodmansey, King st, Chapside

London Gazette.—FRIDAY, DEC. 27.

COWLING, MARK, Chignal St James, Essex, Farmer Feb 5 Poole v Cowling, Kekewich, J

DUFFIELD & CO, Chelmsford

MATTHEWS, FRANK, Glad Ely, Llandaff, Glamorgan, Gentlemen Feb 6 Insole v Matthews,  
Buckley, J. Lewis, Church st, Cardiff



FINDER, REV NORTH, Rotherfield Greys, nr Henley on Thames, Clerk in Holy Orders  
Feb 5 FINDER v BREWERY, BYZIO, J. Arnold, New et, Lincoln's inn  
BOSTON, WILLIAM, Tyne-mouth, Insurance Company Manager, Jan 22 ROSTON v TODD,  
Kekewich, J. Gibson, Westgate rd, Newcastle upon Tyne

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 24.

BELDEN, GEORGE, Bournemouth Jan 27 Dickinson, Poole  
BRIDGE, RICHARD, Wandsworth, Coal Merchant Jan 31 Corsellis & Co, Wandsworth  
BROOK, WILLIAM BAXTER, Huddersfield Jan 31 Leary & Co, Huddersfield  
CLARKE, JOSEPH, South Ockendon, Essex, Farmer Feb 1 Woodard & Co, Billiter st  
CLEMENT, ANNA MARIA, Lewes Jan 31 Woods & Co, Brighton  
COWLEY, ROSA, Keworth Jan 10 Jaques & Sons, Birmingham  
COWLEY, FREDERICK CHARLES, Woolaston, nr Stourbridge Jan 10 Jaques & Sons,  
Birmingham  
CROFTS, JAMES, Tipton, Staffs Jan 13 Whitehouse & Co, Dudley  
DANIELA, RICHARD, Leigh Jan 30 Marsh & Co, Leigh  
DETTLEBACH OSCAR, Park in Jan 20 Lewis & Lewis, Ely pl, Holborn  
DRAPEL, THOMAS, Spalding, Mariner, and THOMAS DRAPEL, Spalding, Brewer Dec 31  
Calthrop & Harvey, Spalding  
EARL, WILLIAM JAMES, Salford Jan 31 Dixon & Linnell, Manchester  
FLEMING, JOHN, West Hampstead, Sanitary Engineer Jan 21 Cooper & Bake, Portman  
st, Richmond  
FORTUNE, JOSEPH DANIEL GREGORY, Lee, Kent Jan 30 Squire & Webb, Old Broad st  
GIBSON, JOHN, Wansstead, Essex Jan 31 Freeman, Chancery in  
GORDON, ISABELLA, Drottwich Feb 15 Vanderpump & Eve, Philpot in  
HAMMOND ELIZA, Ipswich Jan 20 Kersey, Ipswich  
HART, WILLIAM, Kearsley, nr Bolton Jan 25 Monks & Co, Bolton  
HARVEY, WILLIAM, Alexandra Park, nr Manchester, Box Manufacturer Jan 31 Silver,  
Manchester  
HOLDROD, ALLEN, Dewsbury Jan 31 Ridgway & Ridgway, Dewsbury  
HOLLIES, JOHN THOMAS, Bath, Timber Merchant Jan 31 Wilton & Sons, Bath  
BOLT, ELIZABETH MAUD, Patricroft, Lanes Jan 31 Dixon & Linnell, Manchester  
HUGHES, WILLIAM, Salford, Optician Feb 8 Farrar & Co, Manchester  
HUTCHINGS, ALBERT JAMES, Homerton, Builder Jan 30 Pyke, Lincoln's inn fields  
KEMP, MARY, Aldershot Feb 1 Foster & Wells, Aldershot  
KIRK, HENRY GEORGE, Plumstead Jan 31 Farlow & Jackson, Fenchurch st  
LARRATT, MILTON, Granville rd, Stour Green, Bank Clerk Jan 31 Larratt, Ramsey,  
Hants  
LOCK, JOHN, Gray's inn rd, Cab Proprietor March 1 Hudson, Ely pl, Holborn  
LUCAS, ALFRED, Claggate, Surrey Jan 30 Young & Sons, Mark in  
LINGHIN, ROBERT EARWAKER, Chawton, Southampton, Farmer Jan 25 Downie, Alton,  
Hants  
NEAL, EDWARD CHARLES, Wotton under Edge, Glos Jan 18 Goldingham & Lloyd,  
Wotton under Edge  
OSBOURNE, JAMES THOMAS, Preston, Sunderland, Shipbuilder Dec 31 Simey & Co,  
Sunderland  
OSBURN, ARABELLA JANE, Bath Feb 1 Dyer, Bath  
PARRY, SOPHIA, West Gt. St. Tottenham Jan 25 Beta, Gracechurch st  
PARRON, JAMES DE WARLEY, Essex Feb 21 E F & H London, Brentwood  
PEARMAN, MARY ANN, Pileory rd, Regent's pk Feb 1 Scragrove & Woods, Chancery in  
ROCHE, JAMES, Clapham Common, Floor Cloth Dealer Jan 31 Wilson & Son,  
Basinghall st  
ERNEST, GEORGE MAUNSELL, Cheltenham Jan 20 Winterbothams & Gurney,  
Cheltenham

SPEAKER, JAMES, Lewisham, Solicitor Feb 10 Spencer & Arnold, Greenwich  
STUDY, JOHN, Charlbury, Oxford Feb 5 Wilkins & Toy, Chipping Norton  
TAYLOR, MARY, Hurst, nr Ashton under Lyne Jan 31 Whitworth & Co, Ashton under  
Lyne

THOMAS, ANNA MARIA, Manor Park, Essex Jan 31 Freeman, Chancery in  
TURNBULL, THOMAS, Stanley, Durham Jan 28 Ridley, Stanley  
WALTERS, JANE, Alwark, Northumberland, Cowkeeper Jan 31 Dickson & Co, Alwark  
WARREN, JOHN, King Henry's rd Jan 31 Farlow & Jackson, Fenchurch st  
YOUNG, RICHARD, Walsoken, Norfolk Jan 14 Southwell & Dennis, Wisbech

London Gazette.—FRIDAY, Dec. 27.

BELLARY, HARRIET, Peckham Jan 31 Woodroffe, Bostcheap  
BESFORD, HENRY, Norton in Hales, Salop Jan 31 Rowland, Manchester  
BOYNTON, GEORGE HENRY, Seccles, Suffolk Feb 5 Austin & Austin, Union st  
CAMPBELL, HUGH WALTER GEORGE, Bracknell, Berks Feb 3 Farrer & Co, Lincoln's inn  
fields  
CHATER, WILLIAM, Rothwell, Northampton, Farmer Jan 31 Thurnall, Kettering  
FENDER, ARTHUR JOHN ATTOR, Sheerness, Licensed Victualler Jan 31 Stalios, Sheerness  
FENWICK, ANN ELIZA, Newcastle on Tyne Feb 1 Stockton & Sons, Banbury  
FORMAN, MARY ANN, Horsell, nr Woking Feb 15 Johnson & Master, Theobald's rd  
GIBERT, JOSEPH HENRI ALBERT, Havre, France Jan 31 Munton & Morris, Queen Vic-  
toria st  
GRIFFITHS, WILLIAM, Manchester, Gunmaker Feb 14 Marriott & Co, Manchester  
HAMPTON, WILLIAM, Netherton, Dudley, Draper Jan 31 Smith & Co, Dudley  
HARDING, THOMAS, Liverpool, Brewer Jan 31 Tyrer & Co, Liverpool  
JOHNSON, FRANCIS KENNEDY Jan 10 Swainson & Co, Lancaster  
TAYLOR, WILLIAM FREDERICK, Macclesfield, Solicitor Jan 31 Sheldon & Co, Macclesfield

London Gazette.—TUESDAY, Dec. 31.

ALEXANDER, ROBERT HENRY, Brandford, nr Goudhurst, Kent Feb 11 Dawes & Sons,  
Angel st, Throgmorton st  
BAILEY, WILLIAM HENRY, Bath Feb 1 Fimmons & Co, Bath  
BERLINGER, JOHN ULRICH, Rusholme, Manchester, Merchant's Manager Feb 15 Earle &  
Co, Manchester  
BOYNTON, WILLIAM EDWARD, Wilmow, Chester Feb 16 Challinor, Manchester  
BUTTON, GEORGE, Leicester, Grocer Jan 28 Stevenson & Son, Leicester  
CRANE HENRY, Bloombury April 1 Evans & Co, Theobald's rd, Bedford row  
KIP STAMSHIP CO (LTD), 83 "LADY BELLA," and GEORGE FARRER Jan 21 Carter & Co,  
Cardiff  
FARMERY, LEONARD, Sheffield, Rope Manufacturer Jan 15 Clay, Bedford  
FAWCOTT, JANE, Hanelow, nr Audlem, Chester Feb 11 Eaton, Manchester  
HARDFOOT, JAMES WILSON, Heaton Norris, Lanes Feb 11 Smith & Fort, Stockport  
HUGHES, HANNAH, Birkhead Jan 31 North & Co, Liverpool  
ILLINGWORTH, JANE, Moss Side, nr Manchester Feb 14 Chapman & Co, Manchester  
JENNINGS, BENJAMIN SMITH, Bury St Edmunds, Seed Merchant Feb 3 Sparks & Sons,  
Bury st Edmunds  
LE JEUNE, ANTHONY JOHN, Bournemouth Jan 18 Hume, Kensington  
LUBRIC, FRIEDRICH CARL HEINRICH Jan 6 Dunn, Draper's gins  
MERCEUR, AARON, Manchester, Cloth Agent Jan 31 Whitworth & Co, Ashton under  
Lyne  
NEAL, WILLIAM, Onslow sq Feb 2 Walters & Co, New sq, Lincoln's inn  
NOWAKOWSKI, STANISLAUS, Chelsea, Furrier Jan 31 Taylor, Essex st, Strand  
RYDER, GRANVILLE RICHARD, or SYBILLA SOPHIA RYDER, Ranelagh gins Feb 8  
KENNEDY & Co, Clement's inn, Strand  
SMITH, SIDNEY ORR, Slough, Clerk Feb 10 Smith, Belling  
TASHER, ROBERT, Naburn, Yorks Farmer Feb 1 W & K E T Wilkinson, York  
TAYLER, JANE, Kingston upon Hull Jan 21 Woodhouse, Kingston upon Hull  
THORLEY, EDWARD, Stoke Bishop, Glos Feb 8 Wansbrough & Co, Bristol  
WILLIAMS, MARTHA, Kilburn Feb 1 Weld & Thomas, Liverpool  
WOOD, JOHN BROOKS, Winchester, Brewer Feb 10 Bolitt & Sons, Hull

### BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 3.

#### RECEIVING ORDERS.

BAMFORD, ALBERT, Rochdale, Licensed Victualler Rochdale  
Pet Dec 30 Ord Dec 30  
BRETTNER, R. Furnival st, Holborn, Dealer in Diamonds  
High Court Pet Dec 19 Ord Dec 31  
BROCKBARK, JAMES, Fendlebury, Lanes, Licensed Victualler  
Salford Pet Dec 30 Ord Dec 30  
BUNGER, FRANK GREGORY, Hales, Tile Manufacturer  
Hanley Pet Nov 18 Ord Dec 23  
BYWATER, HENRY THOMAS, Wolverhampton, Professor of  
Music Wolverhampton Pet Dec 20 Ord Dec 30  
CLIFFORD, SQUIRE LEE HARDWICK, Bradford, Hatter  
Bradford Pet Dec 31 Ord Dec 31  
CRABTREE, WALTER, Bradford, Toy Dealer Bradford Pet  
Dec 31 Ord Dec 31  
DAVIES, WILLIAM, Pontardulais, Glam, Collier Swansea  
Pet Dec 30 Ord Dec 30  
FITCH, WILLIAM BOWERS, Lee, Kent Greenwick Merchant  
Ord Dec 30  
GARRITT, JOHN AUSTIN, Lewisham, Woollen Merchant  
High Court Pet Dec 31 Ord Dec 31  
GILL, ELIAS WILLIAM, Hopylake, Cheshire, Printer Birken-  
head Pet Jan 1 Ord Jan 1  
HEDLEY, FRANCIS, West Hartlepool, Boat Builder Sunder-  
land Pet Dec 30 Ord Dec 30  
HOBSON, RICHARD THOMAS, Kingston upon Hull, Grocer  
Kingston upon Hull Pet Jan 1 Ord Jan 1  
JENNINGS, DAVID, Pontypridd, Glam, Grocer Pontypridd  
Pet Dec 30 Ord Dec 30  
JENNINGS, ALFRED JAMES, Leicester, Boot Manufacturer  
Leicester Pet Dec 31 Ord Dec 31  
JENNINGS, FRANCIS WILLIAM, Stuston Lodge, Suffolk,  
Master Ipswich Pet Jan 1 Ord Jan 1  
JOWETT, THOMAS WOODLEY, Shipley, Yorks Bradford  
Pet Dec 31 Ord Dec 31  
LANGFORD, DAVID, Green Lanes, Stoke Newington, Boot  
Dealer Edmonton Pet Dec 13 Ord Dec 30  
LARCH, JOHN, Stapenhill, Derby, Hosier Burton on Trent  
Pet Dec 31 Ord Dec 31  
MALLETT, WILLIAM, Redham, Norfolk, Butcher Gt  
Yarmouth Pet Dec 31 Ord Dec 31  
MANNING, CUSHI CHARLES, Colmworth, Beds, Swing Pro-  
prietor Bedford Pet Dec 30 Ord Dec 30  
MARTIN, GEORGE, Portman sq, Physician High Court  
Pet Nov 1 Ord Jan 1  
MILLS, ALBERT GEORGE, Hawkhurst, Kent, Farmer  
Hastings Pet Dec 30 Ord Dec 30  
NRIAM, JOHN, Clifton, York, Contractor York Pet Dec  
27 Ord Dec 27  
NORRIS, WILLIAM, sen, London, Notts, Joiner Nottingham  
Pet Dec 30 Ord Dec 30

NORTON, CHARLES, Birmingham, Baker Birmingham Pet  
Dec 31 Ord Dec 31  
PLATT, SAMUEL, Stockport, Tailor Stockport Pet Dec 30  
Ord Dec 30  
PRICE, CHARLES HENRY, Handsworth, Baker Birmingham  
Pet Dec 19 Ord Dec 30  
RILEY, HENRY, Burnley, General Dealer Burnley Pet  
Jan 1 Ord Jan 1  
RUFF, WILLIAM, Colmworth, Beds, Miller Bedford Pet  
Dec 30 Ord Dec 30  
SHARP, ROBERT, Kingston upon Hull, Builder Kings' on  
upon Hull Pet Dec 30 Ord Dec 30  
SMITH, VERNON, and FRANCIS JOSEPH SMITH, Bradford,  
Stationers Bradford Pet Dec 31 Ord Dec 31  
SOLOMONS, CHARLES, Steward st, Spitalfields, Manufacturing  
Furrier High Court Pet Dec 31 Ord Dec 31  
SPREAD, GEORGE WILLIAM, Leeds, Advertising Canvasser  
Leeds Pet Dec 30 Ord Dec 30  
TANNER, HENRY CHARLES, Weyhill, Hants, Licensed  
Victualler Salisbury Pet Dec 30 Ord Dec 30  
TEY, FREDERICK, Dartford, Builder Rochester Pet Jan 1  
Ord Jan 1  
TUCKER, GEORGE ARTHUR, Shanklin, I of W, Fancy Dealer  
Newport Pet Dec 31 Ord Dec 31  
TYLER, FANNY MARY, Littlehampton, Sussex, Boarding  
house Keeper, Spinster Brighton Pet Dec 30 Ord  
Dec 30  
WHITAKER, ARTHUR, Kingston upon Hull, Labourer  
Kingston upon Hull Pet Dec 30 Ord Dec 30  
WILLIAMS, JOHN, Aberystwith, Builder Aberystwith Pet  
Dec 31 Ord Dec 31  
WYLES, HERBERT, Chatham, Carpenter Rochester Pet Jan  
1 Ord Jan 1  
WYTHES, THOMAS, Ladywood, Birmingham, Baker Bir-  
mingham Pet Dec 31 Ord Dec 31  
YAPPA and GROSHEN, Abercromby, Glam, House Furnishers  
Pontypridd Pet Dec 14 Ord Dec 30

#### FIRST MEETINGS.

BAGWELL, HAROLD WILLIAM, Halifax, Architect's  
Assistant Jan 13 at 12 Off Rec, Townhall chambers,  
Halifax  
BELL, ROBERT, Wellingborough, Commission Agent  
Jan 11 at 12 Off Rec, Bridge st, Northampton  
BRETTNER, R. Furnival st, Holborn, Dealer in Diamonds  
Jan 13 at 230 Bankruptcy bldg, Carey st  
BURN, ROBERT JOHN, Fleet st, Publisher Jan 10 at 12  
Bankruptcy bldg, Carey st  
BUTTER, ROBERT, Blakeney, Staffs, Grocer Jan 14 at 11.30  
Off Rec, Wolverhampton  
CAGRI, J. Bracknell, Berks, Butcher Jan 16 at 3  
Off Rec, 4 Pavillon bldg, Brighton  
CHAPMAN, ALFRED, Northampton, Licensed Victualler  
Jan 11 at 11.30 Off Rec, Bridge st, Northampton  
CLINBY, H L K, Norwood, Butcher Jan 10 at 12.30  
24, Railway app, London Bridge

COOPER, FREDERICK, Manchester, Grocer Jan 15 at 2.30  
Off Rec, Byrom st, Manchester  
COURT, BENJAMIN, Newent, Glos, late Innkeeper Jan 14  
at 11 Off Rec, Station rd, Gloucester  
CRABTREE, WALTER, Bradford, Toy Dealer Jan 13 at 11  
Off Rec, 31, Manor row, Bradford  
DUDDIDGE, WILLIAM, North Peterborough, Somerset, Market  
Gardener Jan 10 at 11 Mr W H Tamlyn, High st,  
Bridgewater  
FLAGG, ARTHUR HENRY, Abbey Wood, Kent, Turner  
Jan 13 at 12.30 24, Railway app, London Bridge  
FOSTER, DAVID, Kingston upon Hull, Engineer Jan 10  
at 11.30 Off Rec, Trinity House in, Hull  
GARRAN, HENRY, ALBERT ALEXANDER, Clapton, Hackney, Manu-  
facturer Photo Frames Jan 15 at 12 Bankruptcy  
bldg, Carey st  
GEORGE, WILLIAM EDWARD, Sutton, Staircase Maker  
Jan 13 at 11.30 24, Railway app, London Bridge  
GOODWIN, FREDERICK WILLIAM, Hanley, Stafford, Beer  
Botler Jan 13 at 2.30 Off Rec, Newcastle under  
Lyne  
HALL, JAMES THOMAS, Chiswick Jan 11 at 11 Off Rec,  
35, Temple chambers, Temple st  
HARRISON, ALFRED HORACE, Altonbury gins, Clapham  
Common Jan 10 at 11.30 24, Railway app, London  
Bridge  
HARTLEY, WILLIAM WORK, Birkenhead, Laundry Pro-  
prietor Jan 13 at 12 Off Rec, 25, Victoria st, Liver-  
pool  
HINSEY & Co, Norwich, Cycle Merchants Jan 11 at 1 Off  
Rec & King st, Norwich  
HINES, ISAAC LEON, Chesham, Manchester Jan 10 at 2.30  
Off Rec, Byrom st, Manchester  
HOPE, JAMES, Ceylon st, Moore, General Draper Jan 10 at  
11.30 County Court house, Blackburn  
HYNDMAN, FREDERICK ARTHUR, Pump st, Temple, Barrister  
at Law Jan 11 at 2.30 The Railway Hotel, Weston  
super Mare  
KNIGHT, JOHN HILL, Sheffield, Sign Writer Jan 10 at 12  
Off Rec, Figgate in, Sheffield  
LEWIS, AGNES MATILDA, Cheltenham, Licensed Victualler  
Jan 11 at 3.15 County Court bldg, Cheltenham  
LIDSTER, EDWARD, New Shildon, Durham, Builder Jan 10  
at 12 Off Rec, 25, John st, Sunderland  
LOW, MALCOLM, Leadenhall st, Merchant Jan 13 at 12  
Bankruptcy bldg, Carey st  
MAXWELL, JOHN, Forest Gate, Essex, Draper Jan 16 at 12  
Bankruptcy bldg, Carey st  
MILLER, WILLIAM, Kidderminster, Carpet Designer Jan 13  
at 2.15 Spencer Thurstfield, Solicitor, 12, Oxford st,  
Kidderminster  
MURIEL, FRANK C, South Kensington Jan 17 at 12  
Bankruptcy bldg, Carey st  
NELSON, JOHN, Clifton, York, Contractor Jan 10 at 12.15  
Off Rec, 25, Stonegate, York

PARSONAGE, SEPTIMUS, Finchley rd, Company Promoter Jan 18 at 12 Bankruptcy bldg, Carey at  
 PERK, HERBERT, Wood Green, Horticultural Builder Jan 11 at 11.30 Off Rec 25, Temple chambers, Temple at  
 RENNAN, LEWIS, Goswell rd, Spectacle Case Maker Jan 18 at 11 Bankruptcy bldg, Carey at  
 RICHARDSON, JAMES FRANCIS, and ROBERT COOK, Manchester, Solicitors Jan 10 at 3 Off Rec, Byrom st, Manchester  
 SANDERSON, FREDERICK WILLIAM, Abbey st, Bethnal Green, Flock Manufacturer Jan 16 at 11 Bankruptcy bldg, Carey at  
 SHARP, ROBERT, Kingston upon Hull, Builder Jan 10 at 11 Off Rec, Trinity House ln, Hull  
 SMITH, VERNON, and FRANCIS JOSEPH SMITH, Bradford, Stationers Jan 18 at 11.30 Off Rec, 81, Manor row, Bradford  
 STEAD, GEORGE WILLIAM, Leeds, Advertising Carver Jan 10 at 11 Off Rec 22, Park row, Leeds  
 STEVENSON, HENRY GEORGE, Hanley, Licensed Victualler Jan 19 at 3 Off Rec, Newcastle under Lyme  
 STOKES, JAMES HURLEY, Norfolk, Farmer Jan 16 at 10.15 Court House, King Lion  
 THURLOW, FREDERICK, Bungay, Suffolk, Farmer Jan 11 at 12.30 Off Rec, 8, King st, Norwich  
 WINSKY, FREDERICK EDWARD, Wolverhampton, Painter Jan 14 at 11 Off Rec, Wolverhampton  
 WOOLFE, M. & Co, Old Kent road, Tailors Jan 10 at 1 Bankruptcy bldg, Carey at

## ADJUDICATIONS.

AVERY, CHARLES HENRY, Torpoint, Cornwall, Builder Plymouth Pet Dec 12 Ord Dec 31  
 BAMPFORD, ALBERT, Rochdale, Licensed Victualler Rochdale Pet Dec 30 Ord Dec 30  
 BRADLEY, ALFRED, Rochdale, Bradford Bradford Pet Dec 31 Ord Dec 31  
 BROCKBANK, JAMES, Pendlebury, Lancs, Licensed Victualler Salford Pet Dec 30 Ord Jan 1  
 BURGESS, FRANK GROCOTT, Hanley, Tile Manufacturer Hanley Pet Nov 13 Ord Jan 1  
 BYWATER, HENRY THOMAS, Wolverhampton, Professor of Music Wolverhampton Pet Dec 30 Ord Dec 30  
 CLIFFORD, EDWIN LEE HARRICK, Bradford, Hatter Bradford Pet Dec 31 Ord Dec 31  
 CRABTREE, WALTER, Bradford, Toy Dealer Bradford Pet Dec 31 Ord Dec 31  
 CUNNINGHAM, THOMAS DAVISON, Lothair rd, Harringay, Manufacturers' agent Birkenhead Pet Sept 9 Ord Dec 30  
 DAVIES, ARTHUR EVAN, Llanwit Vardre, Glam, Licensed Victualler Porthcawl Pet Oct 1 Ord Oct 1  
 DAVIES, RICHARD EVAN, Newport, Mon, Grocer Newport Mon Ord Dec 30  
 DAVIES, WILLIAM, Pontardulais, Glam, Collier Swansea Pet Dec 30 Ord Dec 30  
 EMMETT, SIMON Thornbury, Bradford Bradford Pet Dec 19 Ord Dec 31  
 FAY, FREDERICK, Darford, Builder Rochester Pet Jan 1 Ord Jan 1  
 HEDLEY, FRANCIS, West Hartlepool, Boat Builder Sunderland Pet Dec 30 Ord Dec 30  
 HOBSON, RICHARD THOMAS, Kingston upon Hull, Grocer Kingston upon Hull Pet Jan 1 Ord Jan 1  
 JENKINS, DAVID, Pontypridd, Glam, Grocer Pontypridd Pet Dec 30 Ord Dec 30  
 JENNINGS, ALFRED JAMES, Leicester, Boot Manufacturer Leicester Pet Dec 31 Ord Dec 31  
 JENNINGS, FRANCIS WILLIAM, Sluison Lodge, Suffolk, Malter Ipswich Pet Jan 1 Ord Jan 1  
 JONES, WILLIAM, Bodorgan, Anglesey, Coal Merchant Bangor Pet Nov 21 Ord Dec 30  
 KNIGHT, GEORGE RADFORD, Deganwy, Carnarvon, Painter Bangor Pet Dec 10 Ord Dec 30  
 LEECH, JOHN, Stapenhill, Derby, Outfitter Burton on Trent Pet Dec 31 Ord Dec 31  
 LEWIS, FREDERICK, Slough, House Furnisher Windsor Pet Dec 13 Ord Dec 31  
 MALLETT, WILLIAM Redham, Norfolk, Butcher Gt Yarmouth Pet Dec 31 Ord Dec 31  
 MARSH, CHARLES CORRIE, Colwynw. Beds, Swing Proprietor Bedford Pet Dec 30 Ord Dec 30  
 MILLS, ALBERT GEORGE, Hawkhurst, Kent, Farmer Hastings Pet Dec 10 Ord Dec 30  
 NELSON, JOHN, York, Contractor York Pet Dec 27 Ord Dec 27  
 NORRIS, WILLIAM, sen, Lenton, Notts, Joiner Nottingham Pet Dec 30 Ord Dec 30  
 PRATT, SAMUEL, Stockport, Tailor Stockport Pet Dec 30 Ord Dec 30  
 RENNAN, LEWIS, Goswell rd, Spectacle Case Maker High Court Pet Nov 7 Ord Dec 30  
 RILEY, HENRY, Burnley, General Dealer Burnley Pet Jan 1 Ord Jan 1  
 RUFF, WILLIAM, Colwynw. Beds, Dealer Bedford Pet Dec 30 Ord Dec 30  
 FRANK, ROBERT, Kingston upon Hull, Builder Kingston upon Hull Pet Dec 30 Ord Dec 30  
 SMITH, VERNON, and FRANCIS JOSEPH SMITH, Bradford, Stationers Bradford Pet Dec 31 Ord Dec 31  
 SOLOMONS, CHARLES, Stewards st, Spitalfields, Manufacturing Farrier High Court Pet Dec 31 Ord Dec 31  
 STEAD, GEORGE WILLIAM, Leeds, Advertising Carver Leeds Pet Dec 30 Ord Dec 30  
 TANNER, HENRY CHARLES, Weyhill, Hants, Licensed Victualler Salisbury Pet Dec 30 Ord Dec 30  
 THURLOW, FREDERICK, Bungay, Suffolk, Farmer Gt Yarmouth Pet Dec 12 Ord Dec 31  
 TUCKER, GEORGE ARTHUR, Stanklin, Off Rec 31  
 TURNER, JOHN, Birmingham, Upholsterer Birmingham Pet Nov 21 Ord Dec 30  
 TYLES, FANNY MARY, Littlehampton, Boarding House Keeper Brighton Pet Dec 30 Ord Dec 30  
 UGOLW, WILLIAM JAMES Roman rd, Bow, Draper High Court Pet Dec 5 Ord Dec 31  
 WALTON WILLIAM North Shields Northumberland, Draper Newcastle Tyne Pet Dec 11 Ord Dec 30  
 WHITTAKER, ARTHUR, Kingston upon Hull, Labourer Kingston upon Hull Pet Dec 30 Ord Dec 30

WILLIAMS, JOHN, Aberystwyth, Cardigan, Builder Aberystwyth Pet Dec 31 Ord Dec 31  
 WYLES, HERBERT, Chatham, Carpenter Rochester Pet Jan 1 Ord Jan 1

## ADJUDICATION ANNULLED.

THOMAS, JAMES, Swansea, Fish Merchant Swansea Adjud Feb 11, 1896 Annual Dec 15, 1901

London Gazette.—TUESDAY, JAN. 7.

## RECEIVING ORDERS.

ALTHAM, CALMAN, Gt Grimsby, Jeweller Gt Grimsby Pet Jan 2 Ord Jan 2  
 ATKINSON, CHARLES, Bradford, Butcher Bradford Pet Jan 2 Ord Jan 2  
 AUSTIN, EDWIN, Offenham, nr Evesham Worcester Pet Jan 3 Ord Jan 3  
 BLACKWELL, CHARLES FREDERICK, Bradford, Commercial Traveller Leeds Pet Jan 3 Ord Jan 3  
 BRYAN, THOMAS EDWARD, Bridlington, Grocer Scarborough Pet Jan 4 Ord Jan 4  
 BYGOTT, WILLIAM JOHN, Hartlepool, Newsagent Sunderland Pet Jan 3 Ord Jan 3  
 CLARKE, THOMAS, York, Coach Builder York Pet Jan 3 Ord Jan 3  
 CREWE, THOMAS LEOPOLD, Crewe, Saddler Macclesfield Pet Jan 3 Ord Jan 3  
 FINE, DANIEL, Abertan, Glam, Furnisher Aberdare Pet Dec 19 Ord Jan 1  
 GEORGE, MALCOLM ORCHILL, Alfred pl West, South Kensington High Court Pet Nov 22 Ord Jan 3  
 GUTHRIE, L. Danbury st, Ilkington, Manufacturers' Agent High Court Pet Nov 11 Ord Jan 3  
 HARDING, THOMAS, Spurslow, Farmer Crewe Pet Dec 18 Ord Jan 2  
 HARRIS, WILLIAM HENRY, Doncaster, Licensed Victualler Sheffield Pet Jan 3 Ord Jan 3  
 HILL, EDGAR WILLIAM, and WILLIAM BOYDLE, Manchester, Musical Instrument Dealers Manchester Pet Jan 2 Ord Jan 2  
 HOBBS, G. W., Addison gds, Kensington, Mining Engineer High Court Pet Dec 9 Ord Jan 3  
 JONES, KATE Edgbaston, Birmingham, Restaurant Keeper Bangor Pet Dec 14 Ord Jan 3  
 JONES, RICHARD, Welshpool, Montgomery, Wool Merchant Newtown Pet Dec 19 Ord Jan 3  
 KENT, HENRY, Egham, Surrey, Engineer Kingston, Surrey Pet Jan 3 Ord Jan 3  
 MEE, JOSEPH, New Basford, Notts, Greengrocer Nottingham Pet Jan 3 Ord Jan 3  
 MITCHELL, ALFRED, Woodgate, Leicester, Draper Leicester Pet Jan 2 Ord Jan 2  
 MORRIS, EDWIN, Hiley, York, Fruiterer Leeds Pet Jan 3 Ord Jan 3  
 MUNDELL, FRANK MICHAEL, Arthington, Yorks, Licensed Victualler Leeds Pet Jan 2 Ord Jan 2  
 PHILLIPS, GEORGE WILLIAM, Harrow rd, Paddington, Property Manager High Court Pet Jan 1 Ord Jan 1  
 RIMANN, WALTER GEORGE, Kingston upon Hull, Commission Agent Kingston upon Hull Pet Jan 3 Ord Jan 3  
 ROTTER, SAMUEL, Little St Andrew's st, St Giles in the Fields, Watchmaker High Court Pet Jan 4 Ord Jan 4  
 ROWLAND, CHARLES HENRY, Swindon, Grocer Swindon Pet Jan 3 Ord Jan 3  
 SHARP, JAMES, Glascoate, near Tamworth, Warwick, Innkeeper Birmingham Pet Jan 4 Ord Jan 4  
 THOMAS, WILLIAM, Ford, Haywards, Pembroke, Innkeeper Pembroke Dock Pet Jan 3 Ord Jan 3  
 THOMPSON, WILLIAM ROBERT, Southwold, Grocer Gt Yarmouth Pet Dec 18 Ord Jan 2  
 TWIGG, EDWARD, Sheffield, Carting Contractor Sheffield Pet Jan 2 Ord Jan 2  
 WATCHURST, C. L., Wool Exchange, Coleman st High Court Pet Dec 18 Ord Jan 2  
 WHITE, WILLIAM, Hyde, I. of W., Corn Dealer Newport Pet Jan 3 Ord Jan 3  
 WORKMAN, HENRY, Birkdale, Southport, Publican's Manager Manchester Pet Dec 16 Ord Jan 2

Amended notice substituted for that published in the London Gazette of Nov 19:

BEDNATE, GEORGE, Southend on Sea, Hotel Walter Chelmsford Pet Nov 14 Ord Nov 14

Amended notice substituted for that published in the London Gazette of Dec 20:

GEORGE, WILLIAM EDWARD, Sutton, Surrey, Staircase Maker Croydon Pet Dec 17 Ord Dec 17

## FIRST MEETINGS.

ADAMS, FRANCIS CHIDREY, Tonypandy, Glam, Outfitter Jan 14 at 3 135, High st, Merthyr Tydfil  
 ATKINSON, CHARLES, Bradford, Butcher Jan 16 at 11 Off Rec, 81, Manor row, Bradford  
 AUSTIN, EDWIN, Offenham, nr Evesham, Worcester Jan 15 at 11.45 Off Rec, 22, Park row, Worcester  
 BARNETT, T. C., Canton, Cardiff, Builder Jan 17 at 11.45 117, St Mary st, Cardiff  
 BLACKWELL, CHARLES FREDERICK, Bradford, Commercial Traveller Jan 15 at 11 Off Rec, 22, Park row, Leeds  
 BRADLEY, ARTHUR HAROLD, Southport, Coal Merchant Jan 15 at 3 Off Rec, Byrom st, Manchester  
 BURGESS, FRANK GROCOTT, Tunstall, Staffs, Tile Manufacturer Jan 14 at 2.30 North Stafford Hotel, Stoke upon Trent  
 CLARKE, THOMAS, York, Coach Builder Jan 20 at 12.15 Off Rec, 28, Stonegate, York  
 CLEMENTS, GEORGE ALBERT, Teddington, Builder Jan 14 at 12.30 24, Railway app, London Bridge  
 CLIFFORD, EDWIN LEE HARRICK, Bradford, Hatter Jan 14 at 11 Off Rec, 81, Manor row, Bradford  
 CUNNINGHAM, THOMAS DAVISON, Harringay, Manufacturers' Agent Jan 15 Off Rec, 85, Victoria st, Liverpool

FORD, SAMUEL, Sandbach, Cheshire, Cabinet Maker Jan 17 at 11 Off Rec, 23, King st, Macclesfield  
 GERARD, WILLIAM CLARE, Gresham st, Merchant Jan 17 at 11 Bankruptcy bldg, Carey at  
 GILL, SILAS WILLIAM, Hoyle, Chester, Printer Jan 15 at 2.30 Off Rec, 26, Victoria st, Liverpool  
 GRUNDLAND, PHILIP, Camden Town, Tobaccoist Jan 15 at 11 Bankruptcy bldg, Carey at  
 HALL, GEORGE, Bredbury, Cheshire, Saddler Jan 14 at 11 Off Rec, County chambers, Market pl, Stockport  
 HALL, JAMES LAMBERT, Heaton Moor, nr Manchester, Grain Importer Jan 15 at 3.30 Off Rec, Byrom st, Manchester  
 HOBSON, RICHARD THOMAS, Kingston upon Hull, Grocer Jan 14 at 11.30 Off Rec, Trinity house ln, Hull  
 HUGHES, J. H., Hogarth pl, Earl's Court Jan 20 at 11 Bankruptcy bldg, Carey at  
 HYDE, FREDERICK JOHN, Birmingham, Fruiterer Jan 15 at 11 174, Corporation st, Birmingham  
 JENNINGS, ALFRED JAMES, Leicester, Boot Manufacturer Jan 14 at 12.30 Off Rec, 1, Berridge st, Leicester  
 JOWETT, THOMAS WOODLEY, Shipley, Yorks Jan 14 at 11.30 Off Rec, 31, Manor row, Bradford  
 KIMBER, ARTHUR ODELL, Forest Gate, Essex, Corn Merchant Jan 20 at 2.30 Bankruptcy bldg, Carey at  
 KNIGHT, GEORGE RADFORD, Deganwy, Carnarvon, Painter Jan 14 at 11.30 Station Hotel, Llandudno Junction  
 LANGFORD, DAVID, Green lanes, Stoke Newington, Book Dealer Jan 14 at 12 Off Rec, 65, Temple chambers, Temple at  
 MAURICE, WILLIAM BLUNNET, Reeling Jan 16 at 11 Queen's Hotel, Reading  
 MITCHELL, ALFRED, Leicester, Draper Jan 14 at 3 Off Rec, 1, Berridge st, Leicester  
 MORRIS, EDWIN, Hiley, Yorks, Fruiterer Jan 15 at 11.45 Off Rec, 22, Park row, Leeds  
 NEAT, JOHN, Cardiff, Builder Jan 17 at 12.30 117, St Mary st, Cardiff  
 NEWTON, RICHARD MARYLAND, Buxton, Derby, Carpet Merchant  
 NORRIS, WILLIAM, sen, Lenton, Nottingham, Joiner Jan 14 at 12 Off Rec, 4, Castle st, Park at Nottingham  
 PACKER, SIDNEY GEORGE, Staple Hill, Glos, Grocer Jan 15 at 11.30 Off Rec, 36, Baldwin st, Bristol

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 Victualler  
 ANDOVER  
 TAYLOR, JOHN  
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 Birmingham  
 TOLLEY, JOHN,  
 Corporation  
 TIT, FREDERICK  
 High st, Roch  
 TILES, FANNY  
 Keeper Jan  
 UGOLW, WILLIAM  
 Jan 16 at 11  
 WHITTAKER, ARTHUR  
 14 at 11 Off  
 WILKINSON, JOHN  
 Bankruptcy  
 WOODWARD, JOHN  
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 WYLES, HERBERT  
 High st, Roch  
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 ALTHAM, CALMAN  
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 ATKINSON, CHARLES  
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 ATKINSON, CHARLES  
 Jan 9 Ord  
 AUSTIN, EDWIN  
 Worcester  
 BATES, EDWARD  
 Ord 18  
 BLACKWELL, CHARLES  
 Traveller  
 BRYAN, THOMAS  
 the  
 BYGOTT, WILLIAM  
 and Pet  
 CAGIN, J. BROOK  
 Dec 6 Ord  
 CLARKE, THOMAS  
 2 Ord Jan  
 CLARKE, THOMAS  
 Pet Jan 3  
 CLIBBY, H. J.  
 Pet Nov  
 FINE, DANIEL  
 Dec 9 Ord  
 GERARD, WILLIAM  
 Court 1  
 HARPER, WILLIAM  
 sheff  
 HILL, WILLIAM  
 Assoc  
 HILL, EDWARD  
 Musical  
 HOBBS, GEORGE  
 JOWETT, THOMAS  
 Dec 31  
 LANGFORD, DAVID  
 ton Pet  
 MEE, JOSEPH  
 Notting  
 MITCHELL, ALFRED  
 Leicester  
 MORRIS, EDWIN  
 3 Ord  
 NAYLOR, S.  
 Dec 31  
 PHILLIPS, GEORGE  
 Proper  
 RIMANN, WALTER  
 Agent  
 ROTTER, SAMUEL  
 Fields  
 Jan 4  
 ROWLAND, CHARLES  
 Pet Jan  
 SAUNDERS, ALBERT  
 Manu  
 THOMAS, WILLIAM  
 Penbu  
 TOLLEY, JOHN  
 Pet Jan  
 WALKER, RICHARD  
 Leicester  
 WHITE, VERNON  
 Pet Jan  
 WYLES, HERBERT  
 Pet Jan  
 Amended  
 BEDNATE, GEORGE  
 Chelmsford  
 AND  
 TIT, FREDERICK  
 Ord



PERLHAM, WILLIAM, Roath, Glam, Fruiterer Jan 17 at 117, St Mary st, Cardiff  
 PRINCE, JAMES, Cardiff, Builder Jan 17 at 11 117, St Mary st, Cardiff  
 BROWN and BAZEL, Cranfield gdn, Finchley rd, Restaurant Jan 22 at 12 Bankruptcy bldg, Carey st  
 SOLOMONS, CHARLES, Steward st, Spitzfelds, Manufacturing Jan 20 at 11 Bankruptcy bldg, Carey st  
 TAYLOR, HENRY CHARLES, Weyhill, Hants, Licensed Victualler Jan 14 at 2.30 The Star and Garter Hotel, and over  
 TAYLOR, JOHN, and TOM GARDINER, Birmingham, Hardware Merchants Jan 17 at 11 174, Corporation st, Birmingham  
 TOLLET, JOHN, Birmingham, Plumber Jan 17 at 12 174, Corporation st, Birmingham  
 TUCKER, DARTFORD, Builder Jan 20 at 12.15 115, High st, Rochester  
 TYLER, FANNY MARY, Littlehampton, Boarding House Keeper Jan 14 at 2.30 Terminus Hotel, Littlehampton  
 UGLOW, WILLIAM JAMES, Roman rd, Bow, Draper Jan 18 at 1 Bankruptcy bldg, Carey st  
 WHITAKER, ARTHUR, Kingston upon Hull, Labourer Jan 14 at 11 Off Rec, Trinity House in Hull  
 WILKINSON, JOHN, Solihull, Warwick Jan 20 at 12 Bankruptcy bldg, Carey st  
 WOODWARD, JOHN, Birmingham, Pork Butcher Jan 15 at 12 174, Corporation st, Birmingham  
 WILKS, HERBERT, Chatham, Carpenter Jan 20 at 12 115, High st, Rochester

Amended notice substituted for that published in the London Gazette of Dec 20:

BATES, EDWARD, Manchester Dec 31 at 3 Off Rec, Byrom st, Manchester

#### ADJUDICATIONS.

ATHAN, CALMAN, Gt Grimsby, Watchmaker Gt Grimsby Pet Jan 3 Ord Jan 2  
 ATKINSON, ARTHUR F. Ikestone, Solicitor Canterbury Pet Dec 9 Ord Dec 31  
 ATKINSON, CHARLES, Bradford, Butcher Bradford Pet Jan 2 Ord Jan 2  
 AVERY, EDWIN, Offenham, nr Evesham, Worcester Worcester Pet Jan 3 Ord Jan 3  
 BATES, EDWARD, Greenheys, Manchester Manchester Pet Oct 18 Ord Jan 2  
 BLACKWELL, CHARLES FREDERICK, Bradford, Commercial Traveler Leeds Pet Jan 8 Ord Jan 3  
 BYRAN, THOMAS EDWARD, Bridlington, Grocer Scarborough Pet Jan 4 Ord Jan 4  
 BIGOTT, WILLIAM JOHN, Hartlepool, Newsagent Sunderland Pet Jan 3 Ord Jan 3  
 CAGER, J. BRACKNELL, nr Reading, Butcher Brighton Pet Dec 8 Ord Jan 5  
 CLARKE, THOMAS, York, Coach Builder York Pet Jan 2 Ord Jan 3  
 CLEWS, THOMAS LEOPOLD, Crews, Saddler Maclefield Pet Jan 3 Ord Jan 3  
 CURRY H L K, Battersea, Butcher's Manager Croydon Pet Nov 27 Ord Jan 3  
 FINE, DANIEL, Aberdare, Glam, Furnisher Aberdare Pet Dec 19 Ord Jan 4  
 GERRARD, WILLIAM CLARKE, Gresham st, Merchant High Court Pet Dec 5 Ord Jan 2  
 HARPER WILLIAM HENRY, Doncaster, Licensed Victualler Sheffield Pet Jan 3 Ord Jan 3  
 HALL, WILLIAM JOHN, Caenwood, Stoke Newington, Accountant High Court Pet Nov 30 Ord Jan 3  
 HILL, EDGAR WILLIAM, and WILLIAM BOYDLE, Manchester, Musical Instrument Dealers Manchester Pet Jan 2 Ord Jan 2  
 HORROCKS JOHN, Sale, Cheshire Manchester Ord Jan 4  
 JOWETT, THOMAS WOODLEY, Shipley, Yorks Bradford Pet Dec 31 Ord Jan 2  
 LINGFORD, DAVID, Stoke Newington, Boot Dealer Edmonton Pet Dec 13 Ord Jan 3  
 MEE, JOSEPH, New Bedford, Nottingham, Greengrocer Nottingham Pet Jan 3 Ord Jan 3  
 MITCHELL, ALFRED, Woodgate, Leicester, Draper Leicester Pet Jan 2 Ord Jan 2  
 MORAN, EDWIN, Ilkley, Yorks, Fruiterer Leeds Pet Jan 3 Ord Jan 3  
 NAYLOR, SAM, Halifax, Grocer Halifax Pet Dec 4 Ord Dec 31  
 PHILLIPS, GEORGE WILLIAM, Harewood rd, Paddington, Property Manager High Court Pet Jan 1 Ord Jan 1  
 RIVANS, WALTER, Upton, Kingston on Hull, Commission Agent Kingston on Hull Pet Jan 3 Ord Jan 3  
 ROYSTER, SAMUEL, Little St Andrew's st, St Giles in the Fields, Watchmaker High Court Pet Jan 4 Ord Jan 4  
 ROWLAND, CHARLES HENRY, Swindon, Grocer Swindon Pet Jan 3 Ord Jan 3  
 SMITH, DAVID, Fetherhobble, nr Halifax, Woollen Manufacturer Halifax Pet Nov 30 Ord Jan 1  
 THOMAS, WILLIAM, Ford Haycastle, Pembroke, Auctioneer Pembroke Dock Pet Jan 3 Ord Jan 3  
 TWIGG, EDWARD, Sheffield, Carriage Contractor Sheffield Pet Jan 2 Ord Jan 2  
 WALKER, CHARLES, Belgrave, Leicester, Greengrocer Leicester Pet Dec 18 Ord Jan 3  
 WHITE, WILLIAM, Ryde, I of W, Crib Dealer Newport Pet Jan 3 Ord Jan 3  
 WITHER, THOMAS, Birmingham, Baker Birmingham Pet Dec 31 Ord Jan 2

Amended notice substituted for that published in the London Gazette of Nov 19:

BEDMAYNE, GEORGE, Southend on Sea, Hotel Waiter Chelmsford Pet Nov 14 Ord Nov 14

Amended notice substituted for that published in the London Gazette of Jan 8:

TNT, FREDERICK, Dartford, Builder Rochester Pet Jan 1 Ord Jan 1

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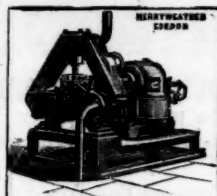
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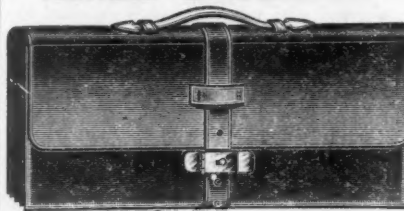
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